
GRANT NUMBER E379-WS

Financing Agreement

(Digitally Connected and Resilient Samoa Project)

between

INDEPENDENT STATE OF SAMOA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between INDEPENDENT STATE OF SAMOA (“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 fourteen million nine hundred thousand Special Drawing Rights (SDR 14,900,000) (“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 objectives of the Project. To this end, the Recipient shall carry out (a) Parts 1, 2.1, 2.2(b) and (c), 2.3 and Part 3 of the Project through the Ministry of Communications and Information Technology (“MCIT”); and (b) Part 2.2(a) through the Office of the Regulator (“OoTR”), all

in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

ARTICLE IV — TERMINATION

- 4.01 The Effectiveness Deadline is the date ninety (90) days after the Signature Date.
- 4.02. 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 V — REPRESENTATIVE; ADDRESSES

- 5.01. The Recipient's Representative is its Minister at the time responsible for finance.
- 5.02. For purposes of Section 11.01 of the General Conditions:

- (a) the Recipient's address is:

Ministry of Finance
Private Bag
Apia
Independent State of Samoa; and

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

E-mail: maeva.bethamvaai@mof.gov.ws

- 5.03. 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:
284823 (MCI) 1-202-477-6391 cdpngpacific@worldbank.org

AGREED as of the Signature Date.

INDEPENDENT STATE OF SAMOA

By:



Authorized Representative

Name: Lautimuia Ueese Afoa Vaai

Title: Minister of Finance

Date: 18-Nov-2024

INTERNATIONAL DEVELOPMENT ASSOCIATION

By:



Authorized Representative

Name: Stephen N. Ndegwa

Title: Country Director, PNG & Pacific Islands

Date: 07-Nov-2024

SCHEDULE 1

Project Description

The objectives of the Project are to increase resilient, and inclusive use, of broadband internet and enhancing delivery of digitally enabled services.

The Project consists of the following parts:

Part 1. Digital Connectivity and Digital Government Infrastructure.

1.1 National fiber network to improve service delivery.

Supporting the deployment of a Fiber-to-the-premises (FTTP) network in Upolu and Savaii using green technologies.

1.2 Enhancement of the capacity, coverage, security, and resilience of the Government's Intranet.

- (a) Utilizing the fiber infrastructure deployed under Part 1.1 to connect government agencies, establish new government network, and support secure cross-government data and information exchange at the national level.
- (b) Supporting investments in robust and climate resilient technology to ensure resilience and continuity.
- (c) Supporting SamCERT to increase cyber resilience of the government network and enhance the security, reliability and availability of critical infrastructure such as utilities and telecommunications.
- (d) Supporting the rollout and use of public Wi-Fi hotspots in underserved and unserved rural areas.

1.3 Upgrade and establishment of secure and resilient government data center and support for the rollout of broadband pilot(s).

- (a) Supporting the establishment and operations of a government integrated data center for storing critical data.
- (b) Supporting the establishment of an Internet Exchange Point (IXP) within the government integrated data center.
- (c) Supporting broadband pilots: (i) the state-owned broadcaster (2AP) in upgrading and expanding its transmission capabilities for emergency communications; and (ii) access to the National Government Portal for select Ofisa o le Fono Faavae

(District Development Centers) to access digital government services, submit disaster-related information and connect with support groups.

Part 2. Strengthening and enhancing the enabling environment for digital transformation.

2.1 Transactional, policy and regulatory support for Public Private Partnerships and Feasibility Assessment.

Supporting the preparation, design, and implementation of the Public Private Partnerships (“PPP”) transactions and associated regulatory reforms through technical assistance, including: (i) technical, economic, and financial feasibility studies; (ii) identification of efficient PPP transaction structures for the deployment of the FTTP networks; (iii) risk analysis and risk allocation between the government and private investors; and (iv) identification and mapping of funding sources for capital and operational expenditures to ensure the long-term sustainability of the national fiber network; (v) consultations; (vi) validation of design and costing; (vii) preparation of transaction documents; and (viii) implementation support, compliance monitoring and reporting, and capacity building.

2.2 Regulatory support, policy and legal framework for digital government and economy.

- (a) Supporting OoTR in enhancing regulatory oversight of the telecommunications sector with technical assistance and institutional capacity building, including: (i) regulatory reforms; (ii) establishing open access standards to the national fiber network; (iii) overseeing wholesale prices, auditing costs and governance of the submarine cable system; (iv) training and capacity building; and (v) procurement of equipment and tools.
- (b) Supporting MCIT through: (i) updating and aligning of policy, legal and regulatory frameworks with global best practices, including, on improving institutional and data governance; (ii) developing a sustainable mechanism for managing infrastructure and services financed under the Project; (iii) enhancing data privacy protections, information classification, access to information, cross-border data flow, cybersecurity, and national data governance practices; (v) trainings and capacity building; and (vi) procurement of equipment and tools.
- (c) Supporting the implementation of measures to build digital skills, reduce access gaps, increase access to digital services and participation in the digital economy on a gender informed basis, and monitor progress on regulatory priorities of the telecommunication sector.

2.3. Enhancement of Cybersecurity.

Building of technical and institutional capacity in cybersecurity to safeguard digital infrastructure and protection of internet and ICT service users in the Recipient's territory through: (i) technical assistance and capacity building; (ii) the establishment of Critical Infrastructure Protection (CIP) Capacities; and (iii) training and awareness programs.

Part 3. Project Implementation Support.

Providing technical and operational assistance for Project management and implementation, including the establishment of the Sector Coordination Division within MCIT.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements.

ICT Sector Advisory Committee

1. The Recipient shall establish and thereafter maintain, throughout the Project implementation period, the ICT Sector Advisory Committee, with a mandate, composition and resources satisfactory to the Association, which shall be responsible for, *inter alia*, oversight of Project performance and management; reviewing documentation including Project updates, PPP assessment, and sector policies; coordination between other sectors including, but not limited to, the private sector and telecommunication companies; and ensuring the alignment of the Project to the ICT sector plan. To this end, the ICT Sector Advisory Committee shall be chaired by the Chief Executive Officer of MCIT, and shall be composed of high-level representatives from, *inter alia*, MOF, OoTR, Samoa Post Limited, Samoa Bureau of Statistics, and relevant key stakeholders.

Ministry of Communications and Information Technology, Ministry of Finance and Office of the Regulator

2. To ensure proper and efficient day to day implementation of the Project, the Recipient shall vest responsibility for implementation of: (a) Parts 1, 2.1, 2.2(b) and (c), 2.3 and Part 3 of the Project in the MCIT; and (b) Part 2.2(a) of the Project in the OoTR, all in accordance this Agreement and the Project Operations Manual.
3. The Recipient shall cause MoF to be the Executing Agency for the Project.
4. The Recipient shall maintain, throughout the Project implementation period, within MOF, a CTSSU, with a mandate, composition and resources satisfactory to the Association, which shall be: (i) responsible for, *inter alia*: providing oversight on fiduciary functions, guidance, training and support on Project implementation and building the capacity of staff of MCIT and OoTR; and (ii) comprised of high-level specialists in the areas of procurement, financial management, environmental and social risk management, and monitoring and evaluation, each with terms of reference, qualifications and experience satisfactory to the Association.

Sector Coordination Division

5. The Recipient shall establish, by no later than three (3) months after the Effective Date, and thereafter maintain throughout the Project implementation period, a

Sector Coordination Division (“SCD”) within MCIT, with a mandate, composition and resources satisfactory to the Association, which shall be responsible for Project implementation, including *inter alia*: (a) overseeing the day-to-day implementation of the Project, and providing overall administration and supervision of the Project; (b) providing Project implementation support to OoTR; (c) coordinating and collaborating with MOF, and OoTR as necessary for Project implementation, including, coordinating with OoTR on regulatory reforms and sector coordination on both technical and regulatory aspects; (d) acts as the focal point for communication with the Association and other development partners for the purpose of the Project; (e) monitoring Project implementation; (f) tracking budget utilization; (g) tracking and reporting results against the Results Framework; (h) identifying and mitigating challenges; and (i) regular consultations, and disclosing of relevant Project information, to stakeholders as part of the Project’s Environmental and Social Framework (ESF) commitment. Without limitation to the foregoing, the SCD shall be: (a) comprised of the following minimum staff and personnel: (i) a sector coordinator, at the level of an assistant chief executive officer, for the Project; (ii) a financial management officer; (iii) a procurement officer; (iv) an environmental and social officer; and (v) monitoring and evaluation officer, all at the principal level, and each with terms of reference, qualifications and experience satisfactory to the Association; and (b) supported by the CTSSU on fiduciary aspects of Project implementation and monitoring and evaluation, as may be required.

Office of the Regulator

6. The Recipient shall maintain, throughout the Project implementation period, a core team within OoTR, with a mandate, composition and resources satisfactory to the Association, which shall be: (i) responsible for, *inter alia*: day-to-day implementation, reporting and monitoring and evaluation of Part 2.2(a) of the Project; and (ii) comprised of qualified and experienced OoTR staff with technical expertise relevant to the implementation of the Project, all in accordance with the provisions of this Agreement and the Project Operations Manual.

ICT Working Group

7. The Recipient shall establish and thereafter maintain, throughout the Project implementation period, the ICT Working Group, with a mandate, composition, and resources satisfactory to the Association, which shall: (i) be responsible for, *inter alia*, providing technical support to MCIT; assisting MCIT and OoTR in defining technical requirements and providing technical inputs for the Project; and coordinating and collaborating with external consultants for the Project to facilitate requirements and other documentary procedures that may be necessary; and (ii) comprise of representatives from across Government agencies, all in accordance with the provisions of this Agreement and the Project Operations Manual.

B. Project Operations Manual.

1. The Recipient shall prepare and adopt, by no later than three (3) months after the Effective Date (or such other date as may be agreed with the Association), a Project operations manual, in form and substance satisfactory to the Association, containing detailed arrangements and procedures for: (i) institutional arrangements for day to day execution of the Project; (ii) the preparation and successive updates of the Procurement Plan and its implementation arrangements; (iii) implementation arrangements for the ESS instruments; (iv) budgeting, disbursement and financial management arrangements, including details regarding the Operating Costs, and Training and Workshops, and the coordination and collaboration mechanism between MCIT, MOF and OoTR, with clear delineation of financial management responsibilities; (v) Project monitoring, reporting, evaluation and communication arrangements; (vi) personal data collection and processing in accordance with applicable national law and good international practice; and (vii) 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 objectives (“Project Operations Manual”).
2. The Recipient shall carry out that the Project in accordance with the POM, and except as the Association shall otherwise agree in writing, the Recipient shall not assign, amend, abrogate, or waive the POM, or any provision thereof.
3. In the event of any conflict between the provisions of the POM and those of this Agreement, the provisions of this Agreement shall prevail.

C. PPP Implementation Arrangements.

1. The Recipient shall:
 - (a) prior to commencing activities under Part 1.1 of the Project, adopt an annex to the POM, detailing the modality and procedures for PPP transactions financed under Part 2.1 of the Project (“PPP Annex”), on terms and conditions acceptable to the Association, which shall include, inter alia, the valuation methodology, offer structure, governance arrangements, capital structure, operating and implementation arrangements, and other requirements to promote the achievement of the development objectives of the Project including competitive neutrality, non-discriminatory access, and efficient cost-based pricing in the interest of end users in the Recipient’s territory; and
 - (b) thereafter carry out the activities under Part 1.1 of the Project in accordance with the PPP Annex, and except as the Association shall

otherwise agree in writing, the Recipient shall not assign, amend, abrogate, or waive the PPP Annex, or any provision thereof.

2. The Recipient shall enter into a legally binding arrangement with a private partner or partners, selected on a non-discriminatory basis in accordance with the criteria and requirements set forth in the PPP Annex, and, if applicable, on a competitive basis according to the Procurement Regulations, for the rollout and delivery of high-quality, low-cost digital infrastructure and services under Part 1.1 of the Project, in form and substance satisfactory to the Association and in accordance with the details set forth in the PPP Annex (the “PPP Arrangements”). To this end, the Recipient shall furnish to the Association a written confirmation satisfactory to the Association, of counsel, acceptable to the Association, attesting that the PPP Arrangements have been duly executed and delivered on behalf of the parties thereto, ratified by all necessary governmental or corporate action, is legally binding upon the parties thereto and has become effective in accordance with the terms thereof.
3. Without limitation to the generality of the foregoing, the PPP Arrangements shall, *inter alia*: (a) reflect the institutional and governance arrangements and performance obligations of the parties in accordance with the details set forth in the PPP Annex, including any requirements for the private partner(s) to commit to invest their own funds to meet any additional capital expenses, working capital and operational expenses as necessary to meet its commitments under the PPP Arrangements; (b) require the private partner(s) to maintain accounting system and keep records of expenditures to reflect the payment and performance milestones and mechanism in accordance with the details set forth in the PPP Annex ; and (c) contain provisions satisfactory to the Association for the purpose of requiring the private partner(s) to comply with the provisions of the Anti-Corruption Guidelines and the relevant aspects of the Environmental and Social Commitment Plan (“ESCP”) and the environmental and social instruments referred to therein.
4. The Recipient shall exercise its rights and carry out its obligations under the PPP Arrangements so as to best protect the interests of the telecommunications service users in the Recipient’s territory, comply with its obligations under this Agreement and achieve the objectives of the Project.
5. The Recipient shall obtain written agreement from the Association prior to assigning, amending, abrogating, or waiving the PPP Arrangements, or any provision thereof, or permitting any entity participating in the implementation of the Project to do so.

D. Annual Work Plans and Budgets.

1. The Recipient shall prepare and furnish to the Association, by not later than June 30 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 approval, an Annual Work Plan and Budget, which shall, *inter alia*: (a) list all activities (including Operating Costs, and Training and Workshops) proposed to be included in the Project for the Recipient's following fiscal year; (b) provide a budget for their financing; and (c) describe the measures and actions taken or planned to be taken in accordance with the provisions of Section I.E of this Schedule 2.
2. The Recipient shall ensure that the Project is implemented in accordance with the Annual Work Plans and Budgets approved by the Association for the Recipient's respective fiscal year; provided, however, that in case of any conflict between the Annual Work Plans and Budgets and the provisions of this Agreement, the provisions of this Agreement shall prevail.
3. Annual Work Plans and Budgets may be revised, as needed, during the implementation of the Project subject to the Association's prior written approval.

E. 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:
 - (c) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, as provided in the ESCP;
 - (d) sufficient funds are available to cover the costs of implementing the ESCP;
 - (e) 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
 - (f) 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.

Section II. Project Monitoring, Reporting and Evaluation

1. The Recipient shall furnish to the Association each Project Report not later than forty-five (45) days after the end of each calendar semester, covering the calendar semester. Except as may otherwise be explicitly required or permitted under this Agreement or as may be explicitly requested by the Association, in sharing any

information, report or document related to the activities described in Schedule 1 of this Agreement, the Recipient shall ensure that such information, report or document does not include Personal Data.

Mid-Term Review

2. The Recipient shall carry out, jointly with the Association, not later than three (3) years after the Effective Date, or such other period as may be agreed with the Association, a mid-term review of the Project (the “Mid-Term Review”) to assess the status of Project implementation, as measured against the Project indicators acceptable to the Association, and compliance with the legal covenants included or referred to in this Agreement. Such review shall include an assessment of the following: (i) overall progress in implementation; (ii) results of monitoring and evaluation activities; (iii) progress on procurement and disbursement; (iv) progress on implementation of ESS measures; (v) implementation arrangements and Project staffing; and (vi) the need to make any adjustments to the Project to improve performance. To this end, the Recipient shall:
 - (a) prepare and furnish to the Association, at least one (1) month before the date of the Mid-Term Review, a report, in scope and detail satisfactory to the Association and integrating the results of the monitoring and evaluation activities performed pursuant to Section II.1 of this Schedule 2, on the progress achieved in the carrying out of the Project during the period preceding the date of such report and setting out 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 Association the report referred to in the preceding paragraph 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 of 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 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 Grant Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, works, non-consulting services, consulting services, Operating Costs, and Training and Workshops for Parts 1.2, 1.3, 2 and 3 of the Project	8,060,000	100%
(2) Goods, works, non-consulting services, and consulting services under Parts 1.1 of the Project	6,840,000	100%
TOTAL AMOUNT	14,900,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made for payments made prior to the Signature Date.
2. The Closing Date is October 30, 2029.

Section IV. Other Undertakings

The Recipient shall prepare and adopt, by no later than eighteen (18) months after the Effective Date (or such other date as may be agreed with the Association), a Sustainable Asset Management Mechanism, in form and substance acceptable to the Association, setting forth arrangements for the sustainability of infrastructure and services developed under the Project, including Parts 1.1 and 1.3 of the Project, and for such Plan to include a detailed budget and a comprehensive staffing strategy, all in accordance with the provisions of this Agreement and the Project Operations Manual.

APPENDIX

Definitions

1. “Annual Work Plan and Budget” means each annual work plan and budget (including related cash forecasts) for the implementation of the Project approved by the Association, referred to in Section I.D of Schedule 2 to this Agreement; and “Annual Work Plans and Budgets” means, collectively, all such plans and budgets.
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. “Centralized Technical Service Support Unit” or “CTSSU” means the Centralized Technical Service Support Unit of the Recipient’s Ministry of Finance established pursuant to the Recipient’s Cabinet Directive dated November 22, 2017.
5. “Critical Infrastructure Protection (CIP) Capacities” means the CIP capacities referred to in Part 2.3 of the Project, as set forth in Part 2 of Schedule 1 to this Agreement.
6. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated September 13, 2024, 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.
7. “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”; (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Association.

8. “Executing Agency” means the Recipient’s ministry of finance.
9. “Fiber-to-the-premises” or “FTTP” means the fiber to the premises network referred to in Part 1.1 of the Project, as set forth in Part 1 of Schedule 1 to this Agreement.
10. “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).
11. “ICT Sector Advisory Committee” means the Recipient’s ICT sector advisory committee referred to in Section I.A.1 of Schedule 2 to this Agreement.
12. “ICT” means information and communications technology.
13. “Internet Exchange Point” or “IXP” means the internet exchange point referred to in Part 1.3, as set forth in Part 1 of Schedule 1 to this Agreement.
14. “Ministry of Communications and Information Technology” or “MCIT” means the Recipient’s ministry responsible for communications and information technology, or any successor thereto.
15. “Ministry of Finance” or “MOF” means the Recipient’s ministry responsible for finance, or any successor thereto, vested with the overarching national responsibilities, including for financial management, procurement, national planning and development, national budgeting, aid coordination, debt management, and labor mobility, all in accordance with its mandate under the laws of the Recipient.
16. “National Government Portal” means the Recipient’s National Government Portal referred to in Part 1.3, as set forth in Part 1 of Schedule 1 to this Agreement.
17. “Office of the Regulator” or “OoTR” means the Recipient’s Office of the Regulator established under the Telecommunications Act 2005, as amended, or any successor thereto.

18. “Ofisa o le Fono Faavae” means the Recipient’s District Development Centers referred to in Part 1.3 of the Project, as set forth in Part 1 of Schedule 1 to this Agreement.
19. “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 bank charges, membership fees, communications, advertising costs, utilities, stationery, vehicle operation, maintenance, insurance, fuel and transportation costs, but excluding salaries, fees, honoraria, bonuses, and any other salary supplements of the Recipient’s civil servants.
20. “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.
21. “PPP Annex” means the PPP Annex to the POM detailing the PPP arrangements and procedures necessary to carry out activities under Part 1 of the Project, referred to in Section I.C.1 of Schedule 2 to this Agreement.
22. “PPP Arrangements” means the PPP Arrangements referred to in Section I.C.2 of Schedule 2 to this Agreement.
23. “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.
24. “Project Operations Manual” or “POM” means the Recipient’s manual referred to in Section I.B.1 of Schedule 2 to this Agreement, and as may be modified from time to time with the prior written agreement of the Association, and such term includes any schedules or annexes to the manual.
25. “Public Private Partnerships” or “PPP” mean the public private partnerships referred to in Part 2.1 of the Project, as set forth in Part 2 of Schedule 1 to this Agreement.
26. “SamCERT” means the Recipient’s National Computer Emergency Response Team within MCIT responsible for promoting and raising awareness on the importance of cybersecurity and online safety, or any successor thereto.

27. “Samoa Bureau of Statistics” or “SBS” means the Recipient’s Department of Statistics that is continued and re-established as the Samoa Bureau of Statistics under the Statistics Act 2015, and as amended, or any successor thereto.
28. “Sector Coordination Division” or “SCD” means the Sector Coordinator Division, under MCIT, referred to in Section I.A.5 of Schedule 2 to this Agreement, or any successor thereto.
29. “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.
30. “Sustainable Asset Management Mechanism” means the Sustainable Asset Management Mechanism referred to Section IV of Schedule 2 to this Agreement.
31. “Training and Workshops” 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 (if applicable), and any other expenses directly related to course preparation and implementation, but excluding fees of consultants.