
GRANT NUMBER E008-WS

Financing Agreement

(Samoa Aviation and Roads Investment Project)

between

INDEPENDENT STATE OF SAMOA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

GRANT NUMBER E008-WS

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 forty-seven million eight hundred thousand Special Drawing Rights (SDR 47,800,000) (“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 January 15 and July 15 in each year.
- 2.05. The Payment Currency is Dollar.

ARTICLE III — PROJECT

- 3.01. The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall: (a) cause Part 1 and the Part 3.1 of Project to be carried

out by the Samoa Airport Authority (“SAA”); (b) cause Part 2 and Part 3.2 of the Project to be carried out by the Land Transport Authority (“LTA”); and (c) carry out Part 4 of the Project through its Ministry of Finance (“MOF”), all in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

ARTICLE IV — EFFECTIVENESS; TERMINATION

- 4.01. The Additional Conditions of Effectiveness consist of the following:
- (a) The LTA Project Implementation Agreement has been duly executed on behalf of the Recipient and LTA.
 - (b) The SAA Project Implementation Agreement has been duly executed on behalf of the Recipient and SAA.
- 4.02. The Effectiveness Deadline is the date ninety (90) days after the Signature Date.
- 4.03. 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 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:

Facsimile:
+685 21312

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

AGREED as of the Signature Date.

INDEPENDENT STATE OF SAMOA

By



Authorized Representative

Hon. Mulipola Anarosa Ale Molio'o

Name: _____

Title: Minister of Finance

Date: 29-Jun-2022

INTERNATIONAL DEVELOPMENT ASSOCIATION

By



Authorized Representative

Stephen N. Ndegwa

Name: _____

Title: Country Director, PNG & Pacific Islands

Date: 28-Jun-2022

SCHEDULE 1

Project Description

The objectives of the Project are to improve the climate resilience and safety of the Recipient's aviation and road sectors, and in case of an Eligible Crisis or Emergency, respond promptly and effectively to it.

The Project consists of the following parts:

Part 1: Climate Resilience and Safety Investments in the Aviation Sector

Part 1.1: Technical Assistance

- (a) Preparing a site options study and detailed designs for climate resilience and safety investments at Faleolo International Airport, including, *inter alia*: site-level flooding resilience strategy and drainage master plan, a flood hazard assessment and integrated structural and non-structural flood resilience investment options based on the above, and phased prioritization of potential resilience measures.
- (b) Updating the Samoa Aviation Sector Strategy to ensure resilient aviation sector investment and management.
- (c) Updating the Master Plan and Business Strategy to ensure resilient airport management, and improving the SAA's preparedness and capacity for emergency and evacuation planning and response.
- (d) Conducting a feasibility study for the rehabilitation of the existing seawall at Faleolo International Airport.
- (e) Providing design and supervision services to SAA, including, *inter alia*, for: rehabilitation of the existing seawall, drainage and resilience improvements, and new boundary fence at Faleolo International Airport.
- (f) Conducting a feasibility study for the extension of the Faleolo International Airport runway.
- (g) Providing for design and supervision services for a new navigation system.
- (h) Providing design and supervision services for a new automatic weather station.

Part 1.2: Physical Investments and Equipment

- (a) (i) Purchasing and installing new navigation systems to improve operational safety at Faleolo International Airport, including a doppler very high frequency omni-directional radio and an instrument landing system; and (ii) conducting surveys and calibration activities in respect of such instrument landing system.
- (b) Purchasing and installing a new automatic weather station at Faleolo International Airport.
- (c) Carrying out activities to upgrade and improve selected airport infrastructure assets at Faleolo International Airport to enhance resilience to climate-related hazards and/or events, including, *inter alia*: installation of signage and other safety and climate resilience measures at Faleolo International Airport as identified by the study on the flood resilience strategy and drainage master plan under Part 1.1(a) of the Project.
- (d) Carrying out civil works to rehabilitate the existing seawall located at Faleolo International Airport.
- (e) Installing a new boundary fence for Faleolo International Airport.

Part 1.3: Regional Airport Maintenance Program

Implementing critical mechanical and electrical asset maintenance at Faleolo International Airport to improve its safety and climate resilience, through a multi-year Performance-based Contract.

Part 2: Climate Resilience and Safety Investments in the Road Sector

Part 2.1: Technical Assistance

- (a) Carrying out activities to design, supervise and support the construction of drainage improvements, pavement repairs and road safety upgrades for the East Coast Road.
- (b) Conducting a road safety audit for the East Coast Road.
- (c) Conducting a topographic and cadastral survey for the East Coast Road.
- (d) Carrying out activities to design and supervise construction of drainage improvements, pavement repairs and road safety upgrades for Alafa'alava Road.
- (e) Conducting a road safety audit for Alafa'alava Road.

- (f) Conducting a geotechnical survey of road pavement repair sites on Alafa'alava Road.
- (g) Conducting a topographic and cadastral survey at cross-culvert sites on Alafa'alava Road.

Part 2.2: Physical Investments and Work

- (a) Carrying out a program of works to improve road safety and climate resilience of a selected section of approximately 15km of the East Coast Road.
- (b) Carrying out a program of works to improve drainage, road safety and climate resilience of a selected section of approximately 5km of Alafa'alava Road.

Part 3: Strengthening the Enabling Environment

Part 3.1: Technical, Advisory, and Administrative Support Required for SAA

- (a) Providing technical and operational assistance to SAA on Project implementation and management, including through:
 - (i) Training and Workshops for SAA staff and contractors on occupational health and safety and support for environmental and social consultation and supervision; and
 - (ii) providing support to address gender employment gaps and potential sexual exploitation and abuse and sexual harassment (SEA/SH) concerns related to project implementation, including through implementing a code of conduct, conducting community awareness raising activities, and establishing a SEA/SH sensitive pathway for SEA/SH complaints and grievances and supporting SEA/SH service providers.

Part 3.2: Technical, Advisory, and Administrative Support Required for LTA

- (a) Providing technical and operational assistance to LTA on Project implementation and management, including through:
 - (i) Training and Workshops for LTA staff and contractors on occupational health and safety and support for environmental and social consultation and supervision; and
 - (ii) providing support to address gender employment gaps and potential SEA/SH concerns related to project implementation,

including through implementing a code of conduct, conducting community awareness raising activities, and establishing a SEA/SH sensitive pathway for SEA/SH complaints and grievances and supporting SEA/SH service providers.

Part 4: Contingent Emergency Response

Provision of immediate response to an Eligible Crisis or Emergency, as needed.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

Ministry of Finance

1. The Recipient shall maintain, throughout the Project implementation period, within MOF:
 - (a) a focal point, with terms of reference, qualifications and experience satisfactory to the Association, who shall be responsible for, *inter alia*: (A) coordinating all activities under the Project; and (B) reviewing and submitting to the Association the Annual Work Plans and Budgets, Project Reports for each calendar semester and any other reports to be submitted to the Association under the Project, as prepared and/or consolidated by TISCD; and
 - (b) a CTSSU, with a mandate, composition and resources satisfactory to the Association, which shall be: (i) responsible for, *inter alia*: (A) providing high-level oversight and guidance, training and support on project implementation, including building the capacity of staff of MOF, MWTI, LTA and SAA and for sector coordination; and (B) coordinating and collaborating with MOF, LTA, SAA and TISCD as necessary for project implementation; and (ii) comprised of high-level specialists in the areas of procurement, environmental and social risk management, financial management and monitoring and evaluation, each with terms of reference, qualifications and experience satisfactory to the Association.

Transport and Infrastructure Sector Coordination Division

2. The Recipient shall maintain, throughout the Project implementation period, a TISCD within MWTI, with a mandate, composition and resources satisfactory to the Association, and shall ensure that the TISCD will coordinate and collaborate as necessary with CTSSU, MOF, LTA and SAA to implement the Project.
3. Without limitation to the generality of Section I.A.2 above, the TISCD shall be: (i) responsible for, *inter alia*: (A) coordinating project implementation activities among the agencies working on projects in the Recipient's transport and infrastructure sector; (B) coordinating sector reporting; (C) coordinating training and support on project implementation between CTSSU and the agencies working

on projects in the Recipient's transport and infrastructure sector; (D) providing support on project implementation; and (E) in collaboration with MOF, LTA and SAA and with support from CTSSU as may be necessary, preparing and/or consolidating the Annual Work Plans and Budgets, Project Reports for each calendar semester and any other reports to be submitted to the Association under the Project, for submission to MOF; (i) managed by a Sector Coordinator; and (ii) comprised of principal and senior officers specializing in the areas of procurement, environmental and social risk management, financial management and monitoring and evaluation, each with terms of reference, qualifications and experience satisfactory to the Association.

Land Transport Authority

4. The Recipient shall cause LTA to maintain, throughout the Project implementation period, a PMD within LTA, with a mandate, composition and resources satisfactory to the Association, which shall be responsible for, *inter alia*, day-to-day implementation, reporting and monitoring and evaluation of LTA's Respective Part of the Project, including carrying out fiduciary aspects of Project management and implementation, financial management, procurement, environmental and social management, and monitoring and evaluation, with support from CTSSU and TISCD as may be necessary.
5. Without limitation to the generality of Section I.A.4 above, the Recipient shall cause LTA to: (a) maintain, throughout the Project implementation period, a Project manager within the PMD, with terms of reference, qualifications and experience satisfactory to the Association; and (b) by no later than six (6) months after the Effective Date (or such other date which the Association has confirmed in writing to the Recipient is reasonable and acceptable under the circumstances, as determined by the Association in its sole discretion), recruit two (2) engineering officers and an environmental and social safeguards officer within PMD, each with terms of reference, qualifications and experience satisfactory to the Association, and thereafter maintain such position throughout the Project implementation period.

Samoa Airport Authority

6. The Recipient shall cause SAA to maintain, throughout the Project implementation period, a PIU within SAA, with a mandate, composition and resources satisfactory to the Association, which shall be responsible for, *inter alia*, day-to-day implementation, reporting and monitoring and evaluation of SAA's Respective Part of the Project including carrying out fiduciary aspects of Project management and implementation, financial management, procurement, environmental and social management, and monitoring and evaluation, with support from CTSSU and

TISCD as may be necessary, all in accordance with the provisions of this Agreement and the Project Operations Manual.

7. Without limitation to the generality of Section I.A.6 above, the Recipient shall cause SAA to, by no later than six (6) months after the Effective Date (or such other date which the Association has confirmed in writing to the Recipient is reasonable and acceptable under the circumstances, as determined by the Association in its sole discretion), recruit a Project manager, a Project officer, a Project accountant and a procurement officer, each with terms of reference, qualifications and experience satisfactory to the Association, and thereafter maintain such position throughout the Project implementation period.

B. Performance-Based Contract

1. Under Part 1.3 of the Project, the Recipient shall enter into a Performance-Based Contract, with a private sector contractor selected on the basis of terms of reference, qualifications, and experience satisfactory to the Association, in accordance with the provisions included or referred to in this Agreement (“PBC Contractor”), under terms and conditions acceptable to the Association.
2. The Recipient shall carry out its obligations and exercise its rights under the Performance-Based Contract in such a manner as to protect the interests of the Recipient and the Association, and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree in writing, the Recipient shall not assign, amend, abrogate, terminate, waive or fail to enforce any provision of the Performance-Based Contract.

C. Project Operations Manual

1. The Recipient shall prepare and adopt, and cause the LTA and SAA to adopt, by no later than two (2) months after the Effective Date, a manual, in form and substance acceptable to the Association, setting forth the arrangements and procedures for implementation of the Project, including: (a) the institutional arrangements for day-to-day execution of the Project; (b) the arrangements for the implementation of the environmental and social instruments; (c) budgeting, disbursement, and financial management arrangements; (d) procurement arrangements; (e) Project monitoring, reporting, and evaluation arrangements; (f) technical coordination for regional airport asset maintenance contracts, including the Performance-based Contract; (g) selection process for the sections of the East Coast Road and the Alafa'alava Road that will be upgraded for the purposes of Part 2.2 of the Project; and (h) any other administrative, financial, technical or organizational arrangements and procedures as shall be necessary to ensure proper coordination and implementation of the Project and the achievement of its development objective (“Project Operations Manual”).

2. The Recipient shall carry out the Project in accordance with the Project Operations Manual and, except as the Association shall otherwise agree in writing, not amend or waive, or permit to be amended or waived, any provision of the Project Operations Manual.
3. The Recipient shall obtain the Association's written agreement prior to assigning, amending, abrogating, or waiving the Project Operations Manual, or any provision thereof, or permitting any entity participating in the implementation of the Project to do so.
4. In the event of any conflict between the provisions of the Project Operations Manual and those of this Agreement, the provisions of this Agreement shall prevail.

D. Project Implementation Agreements.

1. To facilitate the carrying out of LTA's Respective Part of the Project and SAA's Respective Part of the Project, the Recipient shall enter into an LTA Project Implementation Agreement and an SAA Project Implementation Agreement, respectively, each under terms and conditions approved by the Association, and thereafter cause LTA and SAA to carry out their Respective Part of the Project in accordance with the respective Project Implementation Agreement.
2. Without limitation to the foregoing, the Project Implementation Agreements shall include the following requirements:
 - (a) LTA and SAA shall each be required, on behalf, and acting as agent, of the Recipient, to:
 - (i) carry out the day-to-day activities for the implementation of LTA's Respective Part of the Project and SAA's Respective Part of the Project, respectively, with due diligence and efficiency in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the Association, including in accordance with the Procurement Regulations, the Environmental and Social Standards, those provisions of the Anti-Corruption Guidelines applicable to recipients of financing proceeds other than the Recipient, the Project Operations Manual and the provisions of this Agreement;
 - (ii) maintain competent and qualified staff in adequate numbers required for the implementation of LTA's Respective Part of the

Project and SAA's Respective Part of the Project, respectively, as described in Sections I.A.5 and I.A.7 of this Schedule 2;

- (iii) ensure that any goods, works and/or services to be financed out of the Financing are procured in accordance with the provisions of the General Conditions;
 - (iv) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Association, the progress of LTA's Respective Part of the Project and SAA's Respective Part of the Project, respectively, and the achievement of their objectives;
 - (v) prepare, in accordance with terms of reference acceptable to the Association, and furnish to the Recipient, the Annual Work Plans and Budgets, the Project Reports for each calendar semester and any other reports to be submitted to the Association under the Project, for LTA's Respective Part of the Project and for SAA's Respective Part of the Project, respectively, for consolidation by TISCDC and forwarding by the Recipient to the Association of the overall respective reports for the Project;
 - (vi) enable the Recipient and the Association to inspect LTA's Respective Part of the Project and SAA's Respective Part of the Project, respectively, the operation thereof and any relevant records and documents; and
 - (vii) prepare and furnish to the Recipient and the Association all such information as the Recipient or the Association shall reasonably request relating to the foregoing.
- (b) Without limitation on the provisions of Section 5.03 of the General Conditions, the Recipient shall be required to provide all such resources as may be necessary for LTA and SAA to carry out the responsibilities aforesaid.
3. The Recipient shall carry out its obligations and exercise its rights under the Project Implementation Agreements 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 either Project Implementation Agreement or any of its provisions.

E. Contingent Emergency Response

1. In order to ensure the proper implementation of contingent emergency response activities under Part 4 of the Project (“Contingent Emergency Response Part”), the Recipient shall ensure that:
 - (a) a manual is prepared and adopted in form and substance acceptable to the Association, which shall set forth detailed implementation arrangements for the Contingent Emergency Response Part, including: (i) any structures or institutional arrangements for coordinating and implementing the Contingent Emergency Response Part; (ii) specific activities which may be included in the Contingent Emergency Response Part, Eligible Expenditures required therefor (“Emergency Expenditures”), and any procedures for such inclusion; (iii) financial management arrangements for the Contingent Emergency Response Part; (iv) procurement methods and procedures for the Contingent Emergency Response Part; (v) documentation required for withdrawals of Financing amounts to finance Emergency Expenditures; (vi) a description of the environmental and social assessment and management arrangements for the Contingent Emergency Response Part; and (vii) a template Emergency Action Plan (“CERC Manual”);
 - (b) the Emergency Action Plan is prepared and adopted in form and substance acceptable to the Association;
 - (c) the Contingent Emergency Response Part is carried out in accordance with the CERC Manual and the Emergency Action Plan; provided, however, that in the event of any inconsistency between the provisions of the CERC Manual or the Emergency Action Plan and this Agreement, the provisions of this Agreement shall prevail; and
 - (d) neither the CERC Manual or the Emergency Action Plan is amended, suspended, abrogated, repealed or waived without the prior written approval by the Association.
2. The Recipient shall ensure that the structures and arrangements referred to in the CERC Manual are maintained throughout the implementation of the Contingent Emergency Response Part, with adequate staff and resources satisfactory to the Association.

3. The Recipient shall ensure that:
 - (a) the environmental and social instruments required for the Contingent Emergency Response Part are prepared, disclosed and adopted in accordance with the CERC Manual and the Environmental and Social Commitment Plan, and in form and substance acceptable to the Association; and
 - (b) the Contingent Emergency Response Part is carried out in accordance with the environmental and social instruments in a manner acceptable to the Association.
4. Activities under the Contingency Emergency Response Part shall be undertaken only after an Eligible Crisis or Emergency has occurred.

F. Environmental and Social Standards

1. The Recipient shall, and shall cause each of LTA and SAA 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 each of LTA and SAA 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 each of LTA and SAA 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 each of LTA and SAA 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 each of LTA and SAA 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 each of LTA and SAA to, 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.

G. Annual Work Plans and Budgets

1. The Recipient shall prepare and furnish to the Association, not later than May 15 of each year during the implementation of the Project (or such later interval or date as the Association may agree), 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 or sources of financing for all eligible expenditures, and measures and

actions taken or planned to be taken in accordance with the provisions of Section I.F 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 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. The Recipient shall not make or 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.

Section II. Project Monitoring, Reporting and Evaluation

Project Reports

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.

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: (a) overall progress in implementation; (b) results of monitoring and evaluation activities; (c) progress on procurement and disbursement; (d) progress on implementation of safeguards measures; (e) implementation arrangements and Project staff turnover; and (f) the need to make any adjustments to the Project to improve performance. To this end, the Recipient shall:
 - (i) 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 and the General Conditions, 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; and

- (ii) 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 and 3 of the Project	47,800,000	100%
(2) Emergency Expenditures under Part 4 of the Project	0	100%
TOTAL AMOUNT	47,800,000	

B. Withdrawal Conditions; Withdrawal Period

- 1. Notwithstanding the provisions of Part A above, 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 500,000 may be made for payments made prior to this date but on or after January 1, 2022, for Eligible Expenditures under Category (1); or

- (b) under Category (2), unless and until all of the following conditions have been met in respect of said expenditures:
 - (i) (A) the Recipient has determined that an Eligible Crisis or Emergency has occurred, and has furnished to the Association a request to withdraw Financing amounts under Category (2); and
 - (B) the Association has agreed with such determination, accepted said request and notified the Recipient thereof; and
 - (ii) the Recipient has adopted the CERC Manual and Emergency Action Plan, in form and substance acceptable to the Association.

2. The Closing Date is August 30, 2029.

APPENDIX

Definitions

1. “Alafa’alava Road” means an inland route on the Recipient’s island of Upolu connecting Apia and the Recipient’s Faleolo International Airport.
2. “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.G of Schedule 2 to this Agreement; and “Annual Work Plans and Budgets” means, collectively, all such plans and budgets.
3. “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.
4. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
5. “Centralized Technical Services Support Unit” or its acronym “CTSSU” means the Centralized Technical Services Support Unit within MOF, referred to in Section I.A.1(b) of Schedule 2 to this Agreement, established by the Recipient’s Cabinet pursuant to the notice of the Recipient’s Cabinet approval dated November 22, 2017.
6. “CERC Manual” means the manual referred to in Section I.E.1 of Schedule 2 to this Agreement, as such manual may be updated from time to time with the agreement of the Association, and which is an integral part of the Project Operations Manual.
7. “Contingent Emergency Response Part” means any activity or activities to be carried out under Part 4 of the Project to respond to an Eligible Crisis or Emergency.
8. “East Coast Road” means, for the purpose of the Project, the coastal road on the north-eastern side of the Recipient’s island of Upolu, connecting Apia and the Recipient’s village of Piula.
9. “Eligible Crisis or Emergency” means an event that has caused, or is likely to imminently cause, a major adverse economic and/or social impact to the Recipient, associated with a natural or man-made crisis or disaster.

10. “Emergency Action Plan” means the plan referred to in Section I.E.1, detailing the activities, budget, implementation plan, and monitoring and evaluation arrangements, to respond to the Eligible Crisis or Emergency.
11. “Emergency Expenditures” means any of the eligible expenditures set forth in the CERC Manual referred to in Section I.E.1 of Schedule 2 to this Agreement and required for the Contingent Emergency Response Part.
12. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated April 8, 2022, 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.
13. “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 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.
14. “General Conditions” means the “International Development Association General Conditions for IDA Financing, Investment Project Financing”, dated December 14, 2018 (revised on August 1, 2020, April 1, 2021, and January 1, 2022).
15. “Land Transport Authority” or its acronym “LTA” means the Land Transport Authority, established and operating pursuant to LTA Legislation, and which shall be the Project Implementing Entity for purposes of paragraph 89 of the Appendix to the General Conditions.
16. “LTA Legislation” means the Recipient’s Land Transport Authority Act of 2007, as such act may be amended from time to time.

17. “LTA’s Respective Part of the Project” means, collectively, Part 2 and Part 3.2 of the Project, to be carried out by LTA.
18. “LTA Project Implementation Agreement” means the agreement between the Recipient and the LTA pursuant to the provisions of Section I.D of Schedule 2 to this Agreement, and which shall be the Subsidiary Agreement for purposes of paragraph 105 of the Appendix to the General Conditions.
19. “Master Plan and Business Strategy” means the Recipient’s master plan and business strategy for the Samoa Airport Authority dated February 2018.
20. “Mid-Term Review” shall have the meaning ascribed to it in Section II.2 of Schedule 2 to this Agreement.
21. “Ministry of Finance” or its acronym “MOF” means the Recipient’s ministry responsible for finance, or any successor thereto.
22. “Ministry of Works, Transport and Infrastructure” or its acronym “MWTI” means the Recipient’s Ministry of Works, Transport and Infrastructure, or any successor thereto.
23. “Operating Costs” means the reasonable expenditures incurred by the Recipient, LTA, and/or SAA on account of Project implementation and management (which expenditures would not have been incurred absent of the Project) and included in the Annual Work Plans and Budgets accepted by the Association, including the Recipient’s staff travel costs, allowances, costs of vehicle rental, fuel and maintenance, bank charges, communications costs, office supplies and equipment, office rental fees, advertising expenses, utilities and consumables required for holding meetings related to the Project, but excluding salaries, fees, honoraria, bonuses and any other salary supplements of civil servants of the Recipient or regular staff of LTA or SAA.
24. “PBC Contractor” shall have the meaning ascribed to it in Section I.B.1 of Schedule 2 to this Agreement.
25. “Performance-based Contract” means a multi-year contract between the Recipient and a PBC Contractor, referred to Section I.B.1 of Schedule 2 to this Agreement, setting forth, *inter alia*, the PBC Contractor’s responsibilities in carrying out activities under Part 1.3 of the Project; and “Performance-Based Contracts” means all such contracts.
26. “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.

27. “Project Implementation Agreement” means either the LTA Project Implementation Agreement or the SAA Project Implementation Agreement, as applicable; and “Project Implementation Agreements” means, collectively, both such agreements.
28. “Project Implementation Unit” or its acronym “PIU” means the Project Implementation Unit within SAA, referred to in Section I.A.6 of Schedule 2 to this Agreement.
29. “Project Management Division” or its acronym “PMD” means the Project Management Division within LTA, referred to in Section I.A.4 of Schedule 2 to this Agreement.
30. “Project Operations Manual” or its acronym “POM” means the manual referred to in Section I.C of Schedule 2 to this Agreement, as said manual may be amended from time to time with the prior written agreement of the Association, and such term includes any annexes or schedules or amendments to such manual.
31. “Respective Part of the Project” means LTA’s Respective Part of the Project or SAA’s Respective Part of the Project, as applicable.
32. “SAA Legislation” means the Recipient’s Airport Authority Act of 2012, as such act may be amended from time to time.
33. “SAA Project Implementation Agreement” means the agreement between the Recipient and the SSA pursuant to the provisions of Section I.D of Schedule 2 to this Agreement, and which shall be the Subsidiary Agreement for purposes of paragraph 105 of the Appendix to the General Conditions.
34. “SAA’s Respective Part of the Project” means, collectively, Part 1 and Part 3.1 of the Project, to be carried out by SAA.
35. “Samoa Airport Authority” or its acronym “SAA” means the Samoa Airport Authority, established and operating pursuant to SAA Legislation, and which shall be the Project Implementing Entity for purposes of paragraph 89 of the Appendix to the General Conditions.
36. “Samoa Aviation Sector Strategy” means the Recipient’s aviation sector strategy dated February 2018.
37. “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.

38. “Training and Workshops” means the reasonable costs incurred by the Recipient, LTA, and/or SAA, and included in the Annual Work Plans and Budgets accepted by the Association, for training and workshops carried out under the Project, including purchase, translation and publication of materials, rental of facilities, course fees, workshop supplies, rental of equipment, reasonable honorarium/stipend of resource persons, and travel, accommodation and subsistence of participants, but excluding fees of consultants.
39. “Transport and Infrastructure Sector Coordination Division” or its acronym “TISCD” means the Transport and Infrastructure Sector Coordination Division under MWTI, referred to in Section I.A.2 of Schedule 2 to this Agreement, established by the Recipient’s cabinet pursuant to the notice of the Recipient’s cabinet approval dated November 22, 2017.