CREDIT NUMBER 7106-FJ

Financing Agreement

(Fiji Social Protection COVID-19 Response and System Development Project Additional Financing)

between

REPUBLIC OF FIJI

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

CREDIT NUMBER 7106-FJ

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between REPUBLIC OF FIJI ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association").

WHEREAS (A) under the Original Financing Agreement (as defined in the Appendix to this Agreement), the Association agreed to extend to the Recipient a credit in an amount equivalent to thirty-four million eight hundred thousand Special Drawing Rights (SDR 34,800,000) to assist in financing the Original Project (as defined in the Appendix to this Agreement); and

(B) the Recipient has requested the Association to extend an additional credit in the amount specified in Section 2.01 of this Agreement to assist in financing activities related to the Original Project, and the Association has agreed, on the basis, *inter alia*, of the foregoing, to extend such credit to the Recipient to scale up the Original Project, upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, 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 credit, which is deemed as Concessional Financing for purposes of the General Conditions, in an amount equivalent to thirty-five million four hundred thousand Special Drawing Rights (SDR 35,400,000) (variously, "Credit" and "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 The Service Charge is three-fourths of one percent (3/4 of 1%) per annum on the Withdrawn Credit Balance.
- 2.05. The Payment Dates are February 15 and August 15 in each year.
- 2.06. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.
- 2.07. 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 the Project through the Ministry of Economy ("MOE") 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 Condition of Effectiveness is that the Amendment Letter has been executed and delivered on behalf of the Recipient.
- 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 Economy Ro Lalabalavu House 370 Victoria Parade Suva, Fiji; and

(b) the Recipient's Electronic Address is:

Facsimile: E-mail:

679-330-0834 dmu@economy.gov.fj

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.

REPUBLIC OF FIJI

Ву		Khing 7
	Name:	Authorized Representative Hon. Aiyaz Sayed-Khaiyum
	- Title: _:	Attorney General & Minister for Economy
	Date: _	31-May-2022

INTERNATIONAL DEVELOPMENT ASSOCIATION

Ву		Ga-	
		Authorized Representative	
	Name: _	Pierre Graftieaux	
	Title:	ACTING COUNTRY DIRECTOR	
	Date:	24-May-2022	

SCHEDULE 1

Project Description

The objectives of the Project are to mitigate the impact of the COVID-19 crisis on the income of the unemployed and underemployed, and to increase efficiency and adaptability of the social protection system of the Recipient.

The Project consists of the Original Project, as modified and described below:

Part 1: Cash transfers to the unemployed or underemployed affected by COVID-19

Providing Cash Transfers through the Fiji National Provident Fund ("FNPF") to the Beneficiaries who have lost their jobs or face reduced hours or wages in the formal sector as a result of the COVID-19 crisis.

Part 2: Institutional strengthening

- 2.1 (a) Providing technical assistance to design and develop an integrated adaptive social protection strategy for the Recipient and its associated implementation plans, including, *inter alia*, conducting legislative stocktaking review and providing inputs for revisions to the social assistance and employment legislation; conducting modeling and forecasting of disaster-affected population costs for adaptive social protection operations; carrying out policy dialogue, communications campaign and outreach activities in relation to the adaptive social protection strategy; assessing the Unemployment Assistance Program; and summarizing lessons learned, including specific recommendations on the social aspects to inform the design of any future emergency cash transfers program.
 - (b) Carrying out activities to strengthen data sharing protocols for data interoperability among the Recipient's agencies in charge of social protection programs, including, *inter alia*, developing, adopting, and implementing a registry data governance framework; and ensuring system interoperability between social protection information systems based on a unique identifier.
- 2.2 (a) Carrying out activities to enhance the delivery systems of the Ministry of Women, Children and Poverty Alleviation ("MWCPA"), including, *inter alia*, conducting a technical report to determine the necessary changes to the Department of Social Welfare's standard operating procedures to correspond them to the adaptive social protection strategy developed under Part 2.1 of the Project; providing technical assistance to design and develop a grievance redress mechanism focusing on sexual exploitation

and abuse and sexual harassment, which shall ensure streamlined processes for linking women and children to social protection services; providing technical assistance to enhance the development of a social assistance management information system and its linkage with other social protection and disaster risk management systems; implementing a national communication campaign to improve the understanding of gender-based violence issues and raise awareness of the types of available services and related legal rights; and conducting training on adaptive and gender-smart social protection.

- (b) Carrying out activities to strengthen the capacity of the National Employment Center ("NEC"), including, *inter alia*, conducting an institutional review of NEC, with particular focus on a review of the existing incentives to register vacancies and jobseekers under NEC, and a rapid process evaluation of the existing programs administered by NEC; developing a management information system to support improved delivery of the employment support programs and services; setting up necessary infrastructure within NEC to accommodate the analysis of labor market data; and conducting training for NEC staff.
- (c) Carrying out activities to strengthen the impact and sustainability of the FNPF's cash transfer programs, including, *inter alia*, conducting a technical report on recommendations for improved targeting of beneficiaries; and conducting a feasibility study, an actuarial assessment, and an implementation roadmap for reforms towards a new unemployment benefit scheme to be introduced by the Recipient.
- (d) Carrying out activities to strengthen the design and implementation of the MOE's temporary employment programs and the Ministry of Commerce, Trade, Tourism and Transport ("MCTTT")'s self-employment programs, including, *inter alia*, conducting a rapid assessment of the Stronger Together intervention and a report incorporating lessons learned and recommendations for subsequent phases of such intervention; developing an operational manual to support the implementation of such subsequent interventions; conducting a rapid assessment of the concessional loan scheme implemented by MCTTT and a report incorporating lessons learned and recommendations; and conducting training for MCTTT staff on improved delivery and monitoring of self-employment and entrepreneurship support programs provided in the context of the COVID-19 response.
- 2.3 Providing technical and operational assistance to the Recipient on Project management and implementation, including, *inter alia*, carrying out monitoring and evaluation activities, supporting stakeholder engagement activities,

maintaining a grievance redress system, and improving the coordination and use of data.

- 2.4 Providing technical and operational assistance to the Recipient to support its implementation of Part 4 of the Project, including, *inter alia*, to: (a) strengthen the capacity of the Recipient's agencies involved in implementing Part 4 of the Project, including the hiring of consultants, investing in information systems, and enhancing the Recipient's capacity for the identification and selection of Beneficiary Organizations, as well as the identification, selection, verification and management of Eligible Workers, service provision, fiduciary oversight, grievance redress mechanism, and monitoring and evaluation; and (b) develop and conduct Training and Workshops for stakeholders including Eligible Workers on key technical and basic skills necessary for the effective implementation of Public Works Sub-Projects.
- 2.5 Providing technical and operational assistance to the Recipient to strengthen the linkage of its employment programs and social assistance programs available to vulnerable individuals, including, *inter alia*, to: (a) develop and provide tailored support for social welfare recipients and Eligible Beneficiaries; (b) develop an economic inclusion framework comprising standard operating procedures; and (c) carry out information system investments to build effective linkages among the Recipient's various employment programs and social assistance programs.

Part 3: Unemployment Assistance

Providing Unemployment Assistance Cash Transfers to Eligible Beneficiaries under the Unemployment Assistance Program who, as a result of the COVID-19 crisis, have either: (a) lost their jobs in the formal sector and hold a FNPF General Account with Insufficient Balance; or (b) lost their livelihood in the informal sector, and reside in Viti Levu.

Part 4: Jobs for Nature 2.0

Supporting job opportunities through the provision of Labor Costs to Eligible Workers for the implementation of Public Works Sub-Projects.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional and Other Arrangements.

- 1. Section I.A (Institutional Arrangements), Section I.C (Inter-Agency Arrangement under Part 2 of the Project); Section I.D (Project Operations Manual); Section I.E (Annual Work Plans and Budgets), and Section I.F (Environmental and Social Standards) of Schedule 2 to the Original Financing Agreement are hereby incorporated by reference and shall apply, *mutatis mutandis*, to this Agreement, and the Recipient undertakes to comply with the provisions thereof to the same extent as if such provisions had been set out in full in this Agreement, and provided that for the purposes of this Agreement the references to the "ESCP" in said Sections shall be construed as reference to the ESCP defined in the Appendix to this Agreement.
- 2. Without limitation to the generality of Section I.A.1 above, the Recipient shall:
 - (a) recruit or appoint, and thereafter maintain, throughout the Project implementation period, the following positions within the Project Management Unit, each with terms of reference, qualifications, and experience satisfactory to the Association:
 - (i) by not later than one (1) month after the Effective Date of this Agreement (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), a technical coordinator from each of FRCS, MOC, MOHMS, MOEny, MTA, MYS and TSLS; and
 - (ii) by not later than three (3) months after the Effective Date of this Agreement (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), a monitoring and evaluation specialist;
 - (b) to facilitate the carrying out of Part 2 of the Project, by not later than one (1) month 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), ensure that the Memorandum of Understanding is updated to include FRCS, MOC, MOHMS, MOEnv, MTA and TSLS, in

form and substance satisfactory to the Association, setting forth the cooperation, roles and responsibilities of each party with respect to the implementation of the Project, which shall include arrangements regarding, *inter alia*, the nomination of technical coordinators to the Project Management Unit; protocols for data collection and sharing; protocols for eligibility verification; communication and outreach; payment management; asset management; monitoring and evaluation; and grievance redressal; and

(c) prepare and adopt, by not later than three (3) months after the Effective Date of this Agreement (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), an updated Project Operations Manual, which shall include, inter alia, the specific arrangements for implementing Parts 2.1(a), 2.4, 2.5, 3, and 4 of the Project including, *inter alia*: (i) the updated composition of the Steering Committee; (ii) implementation arrangements for the ESCP and the environmental and social instruments; and (iii) updated Project monitoring, reporting, evaluation and communication arrangements.

B. Unemployment Assistance Cash Transfers under Part 3 of the Project

Cash Assistance Operations Manual

1. The Recipient shall:

(a) prepare and furnish to the Association, for its review and no-objection, a Cash Assistance Operations Manual, which shall set forth, inter alia, detailed arrangements and procedures in relation to Unemployment Assistance Cash Transfers under Part 3 of the Project, including: (i) the eligibility criteria and procedures for the verification of the Eligible Beneficiaries and the amounts of the Unemployment Assistance Cash Transfers; (ii) detailed procedures and arrangements for the payment financial management, accounting and auditing systems; (iii) requirements; (iv) Personal Data collection and processing; (v) documentation and information management; (vi) monitoring and evaluation; (vii) mechanisms for verification of compliance of Unemployment Assistance Cash Transfers; (viii) grievance redress mechanism; (ix) requirements for incorporating relevant aspects and recommendations of the ESCP and environmental and social instruments for the Project; and (ix) any other administrative, financial, technical and organizational arrangements and procedures as shall be necessary for the implementation of the Unemployment Assistance Cash Transfers;

- (b) afford the Association a reasonable opportunity to review the proposed Cash Assistance Operations Manual; and
- (c) adopt the Cash Assistance Operations Manual as accepted by the Association.
- 2. The Recipient shall thereafter ensure that the Project is carried out in accordance with the Cash Assistance Operations Manual, 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 Cash Assistance Operations Manual.
- 3. In the event of any conflict between the provisions of the Cash Assistance Operations Manual and those of this Agreement, the provisions of this Agreement shall prevail.

Provision of Unemployment Assistance Cash Transfers

- 4. To facilitate the carrying out of Part 3 of the Project, the Recipient shall make Unemployment Assistance Cash Transfers to the Eligible Beneficiaries in accordance with the eligibility criteria and procedures acceptable to the Association, as further detailed in the Cash Assistance Operations Manual and in accordance with this Agreement.
- 5. Without limitation to the foregoing, each Unemployment Assistance Cash Transfer shall: (a) be made in an amount acceptable to the Association, and the Recipient shall ensure that the amount of Unemployment Assistance Cash Transfer is paid to its intended Eligible Beneficiary; and (b) be made under Payment Agreements with one or more payment service providers, on terms and conditions acceptable to the Association and in accordance with the provisions of this Agreement, including the provisions of the Anti-Corruption Guidelines.

C. Public Works Sub-Projects under Part 4 of the Project

Inter-Agency Arrangement under Part 4 of the Project

1. To facilitate the carrying out of Part 4 of the Project, the Recipient shall, by not later than one (1) month 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), ensure that MOE, MOEnv, MWCPA, MYS, MCTTT and MTA enter into a Jobs for Nature 2.0 Memorandum of Understanding ("JFN MOU"), in form and substance satisfactory to the Association, setting forth the cooperation, roles and responsibilities of each party with respect to the implementation of Part 4 of the Project, which shall include arrangements regarding, *inter alia*, protocols for data

- collection and sharing; cooperation arrangements for the implementation of Part 4 of the Project; and monitoring and evaluation.
- 2. The Recipient shall exercise its rights and perform its obligations under the JFN MOU 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 JFN MOU or any of its provisions.

Jobs for Nature 2.0 Manual

- By not later than three (3) months after the Effective Date (or such other date which 3. 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), the Recipient shall prepare and adopt a Jobs for Nature 2.0 Manual ("JFNM"), which shall include, inter alia, the specific arrangements for implementing Part 4 of the Project including setting forth the cooperation, roles and responsibilities of MOE, MOEnv, MWCPA, MYS, MCTTT and MTA with respect to the implementation of Part 4 of the Project, and eligibility and selection criteria for Public Works Sub-Projects, Beneficiary Organizations and Eligible Workers, procedures for submitting and assessing expressions of interest and Public Works Sub-Project Proposals for participation in Public Works Sub-Projects, requirements for incorporating relevant aspects and recommendations of the ESCP and environmental and social instruments for the Project, monitoring, evaluation, reporting, and governance procedures for Part 4 of the Project, all in form and substance satisfactory to the Association.
- 4. The Recipient shall thereafter ensure that Part 4 of the Project is carried out in accordance with the JFNM, 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 JFNM.
- 5. In the event of any conflict between the provisions of the JFNM and those of this Agreement, the provisions of this Agreement shall prevail.

Public Works Sub-Projects

- 6. For purposes of Part 4 of the Project, the Recipient shall select Beneficiary Organizations to carry out Public Works Sub-Projects in accordance with the criteria, terms, and guidelines acceptable to the Association and in accordance with the provisions of the JFNM.
- 7. The Recipient shall enter into a Public Works Sub-Project Agreement with the respective Beneficiary Organization on terms and conditions approved by the Association, which shall include the following:

- (a) the Beneficiary Organizations shall hire Eligible Workers and pay Labor Costs to Eligible Workers, in accordance with amounts set forth in the JFNM, all in accordance with eligibility, selection and prioritization criteria, and selection procedures acceptable to the Association and set forth in the JFNM;
- (b) in selecting the Eligible Workers, the Beneficiary Organization shall give priority to Eligible Workers who are either: (i) registered in a household that is benefitting from the Unemployment Assistance Program as validated by the records of MOE; or (ii) registered as a household benefitting from one of the Recipient's other social assistance programs, as validated by the records of MWCPA, and in accordance with the provisions of the JFNM;
- (c) the Beneficiary Organization shall pay Labor Costs to Eligible Workers in accordance with the provisions of the JFNM;
- (d) The Recipient shall obtain rights adequate to protect its interests and those of the Association, including the right to: (i) suspend or terminate the right of the Beneficiary Organization to use the proceeds of the Financing, declare to be immediately due and payable and/or obtain a refund of all or any part of the amount of the Financing then withdrawn, upon the Beneficiary Organization's failure to perform any of its obligations under the Public Works Sub-Project Agreement; and (ii) require each Beneficiary Organization to: (A) carry out its Public Works Sub-Project with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the Association, including in accordance with the provisions of the Anti-Corruption Guidelines applicable to recipients of loan proceeds other than the Recipient; (B) provide, promptly as needed, the resources required for the purpose; (C) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Association, the progress of the Public Works Sub-Project and the achievement of its objectives; (D) (1) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Association, both in a manner adequate to reflect the operations, resources and expenditures related to the Public Works Sub-Project; and (2) at the Association's or the Recipient's request, have such financial statements audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association, and promptly furnish the statements as so audited to the Recipient and the Association; (E) enable the Recipient and the Association to inspect the Public Works Sub-Project, its operation and any relevant records and documents; and (F) 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.

8. The Recipient shall exercise its rights under each Public Works Sub-Project 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 any Public Works Sub-Project Agreement or any of its provisions.

Section II. Project Monitoring, Reporting and Evaluation

1. Section II.1 (Project Reports) and Section I.2 (Mid-Term Review) of Schedule 2 to the Original Financing Agreement are hereby incorporated by reference and shall apply, *mutatis mutandis*, to this Agreement, and the Recipient undertakes to comply with the provisions thereof to the same extent as if such provisions had been set out in full in this Agreement, provided that for the purposes of this Agreement, the reference to "eighteen (18) months after the Effective Date" in said Sections shall be replaced with "December 31, 2023".

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 Credit Allocated (Expressed in SDR)	Percentage of Expenditures to be Financed (Inclusive of Taxes)
(1) Goods, consulting services, non-consulting services, Training and Workshops, and Operating Costs under Parts 2.4 and 2.5 of the Project	730,000	100%
(2) Unemployment Assistance Cash Transfers under Part 3 of the Project	28,320,000	100%

(3) Labor Costs under Part 4 of the Project	6,350,000	100%
TOTAL AMOUNT	35,400,000	

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 twenty-eight million three hundred and twenty thousand Special Drawing Rights (SDR 28,320,000) may be made for payments made prior to the Signature Date but on or after August 1, 2021, for Eligible Expenditures under Category (2); or
 - (b) under Category (2) unless and until the Association has received evidence to its satisfaction that:
 - (i) the Recipient has adopted the Cash Assistance Operations Manual in form and substance satisfactory to the Association; and
 - (ii) Payment Agreements between the Recipient, through MOE, and each payment service provider have been duly executed in form and substance satisfactory to the Association; or
 - (c) under Category (3) unless and until the Association has received evidence to its satisfaction that the Recipient has adopted the JFNM in form and substance satisfactory to the Association.
- 2. Without limitation to Section 8.07 of the General Conditions, if, at any time, the Association determines that any portion of the amounts disbursed by the Association to the Recipient under Category (2) was made for reimbursement of expenditures which are not eligible, the Recipient shall promptly refund any such amount to the Association as the Association shall specify by notice to the Recipient.
- 3. The Closing Date is July 31, 2025.

Section IV. Other Undertakings

1. The Recipient shall ensure that the collection, use and processing (including transfers to third parties) of any Personal Data collected under this Project shall be done in accordance with the requirements and procedures set forth in the Cash

Assistance Operations Manual, JFNM, and Project Operations Manual, and ensure legitimate, appropriate, and proportionate treatment of such data.

SCHEDULE 3

Repayment Schedule

Date Payment Due	Principal Amount of the Credit repayable (Expressed as a percentage) *
On each February 15 and August 15:	
commencing August 15, 2032, to and including February 15, 2042	1%
commencing August 15, 2042, to and including February 15, 2062	2%

^{*} The percentages represent the percentage of the principal amount of the Credit to be repaid, except as the Association may otherwise specify pursuant to Section 3.05 (b) of the General Conditions.

APPENDIX

Definitions

- 1. "Amendment Letter" means the letter amending the Original Financing Agreement between the Recipient and the Association, to reflect revisions, including as a result of additional activities supported under this Agreement, dated on or about the Signature Date.
- 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. "Beneficiary Organization" means a village cooperative or a civil society organization operating in the Recipient's territory in accordance with the Recipient's relevant laws and regulations, that is identified and selected by the Recipient for the purposes of Part 4 of the Project in accordance with the JFNM; and "Beneficiary Organizations" means, collectively, all such beneficiary organizations.
- 4. "Cash Assistance Operations Manual" means the Recipient's manual, referred to in Section I.B of Schedule 2 to this Agreement, in form and substance satisfactory to the Association, to be adopted by the Recipient in accordance with the provisions of the said section; as said manual may be modified from time to time with prior approval in writing of the Association, and such term includes any schedules or annexes to the manual.
- 5. "Category" means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
- 6. "COVID-19" means the coronavirus disease caused by the 2019 novel coronavirus (SARS-CoV-2).
- 7. "Eligible Beneficiary" means an individual who is eligible to receive an Unemployment Assistance Cash Transfer under Part 3 of the Project in accordance with the eligibility criteria, procedures and other requirements described in Section I.B of Schedule 2 to this Agreement and the Cash Assistance Operations Manual; and "Eligible Beneficiaries" means, collectively, all such eligible beneficiaries.
- 8. "Eligible Worker" means an individual employed by a Beneficiary Organization, who is selected according to the eligibility criteria and procedures set out in the JFNM, to implement Public Works Sub-Projects under Part 4 of the Project; and "Eligible Workers" means, collectively, all such eligible workers.

- 9. "Environmental and Social Commitment Plan" or "ESCP" means the environmental and social commitment plan for the Project, dated April 26, 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.
- 10. "Fiji Revenue and Customs Service" or "FRCS" means the Recipient's Revenue and Customs Service, or any successor thereto.
- 11. "Fiji National Provident Fund" or "FNPF" means the Recipient's Fiji National Provident Fund, a corporate body established and operating pursuant to the Recipient's Fiji National Provident Fund Act 2011, as such act may be amended from time to time.
- 12. "FJD" means Fijian Dollar, the lawful currency of the Recipient.
- 13. "FNPF General Account" means a general account held by an individual FNPF member for the receipt of employer and employee cash contributions, which can be made available for early withdrawal by such member for approved reasons such as unemployment, natural disasters, medical reasons, housing as well as funeral costs.
- 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. "Insufficient Balance" means, with respect to a FNPF General Account, that such account has either a balance amount of zero FJD or a balance amount which is less than the threshold amount specified by the Recipient.
- 16. "Jobs for Nature 2.0 Manual" or "JFNM" means the Recipient's manual, referred to in Section I.C.3 of Schedule 2 to this Agreement, as said manual may be modified from time to time with prior approval in writing of the Association, and such term includes any schedules or annexes to the manual.
- 17. "Jobs for Nature 2.0 Memorandum of Understanding" or "JFN MOU" means the memorandum of understanding referred to in Section I.C.1 of Schedule 2 to this Agreement, as such memorandum of understanding may be revised from time to time with prior approval in writing of the Association, and such term includes any schedules or annexes to such memorandum of understanding.

- 18. "Labor Costs" means the wages paid to Eligible Workers out of the proceeds of the Financing for the carrying out of Public Works Sub-Projects under Part 4 of the Project in accordance with the provisions of the JFNM.
- 19. "Memorandum of Understanding" means the Memorandum of Understanding referred to in Section I.A.2(b) of this Agreement and defined in the Original Financing Agreement.
- 20. "Ministry of Commerce, Trade, Tourism and Transport" or "MCTTT" means the Recipient's Ministry of Commerce, Trade, Tourism and Transport, or any successor thereto.
- 21. "Ministry of Communications" or "MOC" means the Recipient's Ministry of Communications, or any successor thereto.
- 22. "Ministry of Economy" or "MOE" means the Recipient's Ministry of Economy, or any successor thereto.
- 23. "Ministry of iTaukei Affairs" or "MTA" means the Recipient's Ministry of iTaukei Affairs, or any successor thereto.
- 24. "Ministry of Health and Medical Services" or "MOHMS" means the Recipient's Ministry of Health and Medical Services, or any successor thereto.
- 25. "Ministry of Women, Children and Poverty Alleviation" or "MWCPA" means the Recipient's Ministry of Women, Children and Poverty Alleviation, or any successor thereto.
- 26. "Ministry of Environment" or "MOEnv" means the Recipient's Ministry of Environment, or any successor thereto.
- 27. "Ministry of Youth and Sports" or "MYS" means the Recipient's Ministry of Youth and Sports, or any successor thereto.
- 28. "Operating Costs" means the reasonable incremental expenses incurred by the Recipient on account of the implementation, management and monitoring and evaluation of the Project, based on the Annual Work Plans and Budgets accepted ex-ante by the Association, including rental of office space, bank charges, communications, advertising costs, utilities, stationery, vehicle operation, maintenance, insurance and transportation costs, consumable materials and supplies, printing services, translation and interpretation services, audit fees, and staff travel, lodging and per diems, but excluding salaries, fees, honoraria, bonuses, and any other salary supplements of any of the Recipient's civil servants.

- 29. "Original Financing Agreement" means the Financing Agreement between the Recipient and the Association dated February 15, 2021, for the Fiji Social Protection COVID-19 Response and System Development Project (Credit Number 6828-FJ).
- 30. "Original Project" means the project described in Schedule 1 to the Original Financing Agreement.
- 31. "Payment Agreements" means, collectively, the agreements between the Recipient and each payment service provider for the purposes of providing Unemployment Assistance Cash Transfers to Eligible Beneficiaries under Part 3 of the Project.
- 32. "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.
- 33. "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.
- 34. "Project Management Unit" means the Project Management Unit referred to in Section I.A.2 of Schedule 2 to this Agreement and defined in the Original Financing Agreement.
- 35. "Project Operations Manual" means the Project Operations Manual referred to in Section I.A.2(c) of this Agreement and defined in the Original Financing Agreement.
- 36. "Public Works Sub-Projects" means cash-for-work sub-projects selected by the Recipient in accordance with the JFNM and pursuant to a Public Works Sub-Project Proposal, related to the protection, restoration and rehabilitation of natural resources implemented under Part 4 of the Project.
- 37. "Public Works Sub-Project Agreement" means an agreement between the Recipient, through MOE, and a Beneficiary Organization, setting forth the terms and conditions governing the Public Works Sub-Projects, as referred to in Section I.C of Schedule 2 to this Agreement.
- 38. "Public Works Sub-Project Proposal" means a proposal developed by a Beneficiary Organization, accepted by the Recipient, which sets out the key

- activities that the respective Beneficiary Organization plans to implement, all in accordance with the JFNM.
- 39. "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.
- 40. "Tertiary Scholarship and Loans Service" or "TSLS" means the Recipient's Tertiary Scholarship and Loans Service, or any successor thereto.
- 41. "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.
- 42. "Unemployment Assistance Cash Transfer" means a cash payment made out of the proceeds of the Financing to an Eligible Beneficiary under Part 3 of the Project, in accordance with the provisions of Section I.B of Schedule 2 to this Agreement and the Cash Assistance Operations Manual; and "Cash Transfers" means, collectively, all such cash payments.
- 43. "Unemployment Assistance Program" means the Recipient's program referred to in Part 3 of the Project, as set forth in Part 3 of Schedule 1 to this Agreement.
- 44. "Viti Levu" means the island of Viti Levu within the Recipient's territory.