GRANT NUMBER D766 - MV

Amended and Restated Financing Agreement

(Additional Financing for COVID-19 Emergency Income Support Project)

between

REPUBLIC OF MALDIVES

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between REPUBLIC OF MALDIVES ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") for the purpose of providing additional financing to the Original Project (as defined in the Appendix to this Agreement).

WHEREAS:

- (A) under the Original Financing Agreement (as defined in the Appendix to this Agreement), the Association agreed to provide the Recipient with a credit and a grant in an amount equivalent to four million seven hundred thousand Special Drawing Rights (SDR4,700,000) each, to assist in financing the Original Project;
- (B) under the Additional Financing (as defined in the Appendix to this Agreement), the Association agreed to provide the Recipient with a grant in an amount equivalent to fifteen million two hundred thousand Special Drawing Rights (SDR15,200,000); and
- (C) now the Recipient has requested the Association to make certain reallocation and other amendments to the Additional Financing Agreement.

NOW THEREFORE, The Recipient and the Association hereby agree to amend and restate the Additional Financing Agreement with effect from the date of the countersignature 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, the Original Financing Agreement 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 (collectively, "Financing") in an amount equivalent to fifteen million two hundred thousand Special Drawing Rights (SDR15,200,000) ("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 May 15 and November 15 in each year.
- 2.05. The Payment Currency is Dollar.

ARTICLE III — PROJECT

3.01. The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall carry out the Project, 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 years after the Signature Date.

ARTICLE V — REPRESENTATIVE; ADDRESSES

5.01. The Recipient's Representative is its Ministry of Finance.

5.02. For purposes of Section 11.01 of the General Conditions: (a) the Recipient's address is:

Minister of Finance Ameenee Magu Male 20379 Republic of Maldives; and

(b) the Recipient's Electronic Address is:

Telex: Facsimile: E-mail:

+9603349390 +9603324432 dmd@finance.gov.mv

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:

248423 (MCI) 1-202-477-6391

AGREED as of the Signature Date.

REPUBLIC OF MALDIVES

Ву		Lygn 21 Man			
•		Authorized Representative			
	Nomai	Ibrahim Ameer			
	Name: _				
	Title:	Minister of Finance			
	Date:	23-Dec-2021			
INTERNATIONAL DEVELOPMENT ASSOCIATION					
Ву		7-1			
		Authorized Representative			
	Name: _	Faris H. Hadad-Zervos			
	Title:	Country Director			
		20-Dec-2021			

SCHEDULE 1

Project Description

The objective of the Project is to mitigate the economic impact of the COVID-19 crisis on workers and their families, and to increase the capacity of social protection programs to respond to future emergencies.

The Project comprises of the following activities under the Original Project as amended:

Part 1: Temporary assistance to workers affected by the COVID-19 pandemic

- (a) COVID-19 Support Allowance: Financing for a program of temporary income support for individuals who have lost a job since the onset of the COVID-19 pandemic or suffered a loss of income as a result of the pandemic, including provision of a COVID-19 Support Allowance; data collection and storage in NSPA's Social Protection Information System (SPIS) to facilitate follow-up and future support; and a program of media outreach to inform the public of the program and eligibility conditions.
- (b) Upskilling of jobseekers in priority trades: Financing Stipends and training offered from Accredited Training Institutes in the Priority Sectors.
- (c) Financing Apprenticeship Allowances for an Apprenticeship program in the Priority Sectors.
- (d) (i) Financing of Business Development Grants and (ii) providing training and ongoing mentoring to the Beneficiaries.

Part 2: Strengthening social protection delivery systems and institutions

Strengthening the Recipient's social protection system to better respond to future crises and disasters, including:

- (a) Strengthening NSPA's Delivery and Targeting Systems: Expanding and improving the NSPA SPIS, including development of an online and mobile application portal, online and mobile complaint submission, and linkages to island council offices to facilitate regular updates of beneficiary data; a review of the Recipient's social protection programs and eligibility criteria therefor; testing and rollout of the new systems in major population centers in each atoll in the Recipient's territory.
- (b) **Developing a Fiscally Sustainable Unemployment Insurance Program**: Design and implementation of a fiscally sustainable unemployment insurance program,

which is financed in part through employer/employee contributions and covers both formal and informal sector workers.

- (c) *Improving Retirement Pension Programs*: Development of a plan to improve the fiscal sustainability, coverage, and benefits of the Maldives Retirement Pension Scheme (MRPS), other government-financed pension schemes, and social pensions programs in the Maldives, including a review of the programs and recommended changes to legislation and implementation arrangements to improve benefit adequacy and reduce the long-run fiscal burden of said programs.
- (d) **Developing a National Social Protection Framework**. Development of a comprehensive national social protection framework, including a gender gap analysis to ensure that adequate actions are taken to strengthen gender-sensitive programming.
- (e) **Project Implementation, management, and reporting.** Finance Incremental Operating Costs, Project implementation staff and consultants, monitoring and evaluation, communication, and relevant trainings.

Part 3: Contingent Emergency Response Component

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

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements.

The institutional and other arrangements described in Section I (A-E) of Schedule 2 to the Original Financing Agreement are hereby incorporated by reference in this Section with the modifications set forth below, unless the context otherwise requires, and shall apply, *mutatis mutandis*, to the Financing, and the Recipient hereby undertakes to comply with the provisions thereof to the same extent as if such provisions had been set out in full in this Agreement.

1. The Recipient shall vest the overall responsibility for Project implementation in its Ministry of Economic Development (MoED). The MoED shall be responsible for the overall implementation of the Project. The Ministry of Finance (MOF) shall be responsible for oversight over the Project. The National Social Protection Agency (NSPA) shall disburse the COVID-19 Support Allowances, Stipends, Apprenticeship Allowances and Business Development Grants to the eligible Beneficiaries under Part 1 of the Project.

2. To this end, the Recipient shall:

- establish, no later than one (1) month after the Effective Date, and (a) thereafter maintain, throughout the implementation of the Project, the Steering Committee, with membership, functions, and terms of reference satisfactory to the Association, as set forth in the Project Operations Manual. Without limitation on the foregoing, the said committee shall be chaired by a Senior Official from the Ministry for Economic Development, and with representation from the Ministry of Finance, NSPA, Maldives Pension Administrative Office (MPAO), President's Office, and such other stakeholders as shall be specified in the Project Operations Manual, to: (i) support the PMU in providing strategic oversight and operational guidance for Project implementation and ensure sustainability of Project investments and interventions; (ii) facilitate inter-agency coordination to ensure adherence to the Project objectives; (iii) resolve disputes, or conflicts related to the Project, if any; (iv) approve any policy, regulatory and institutional recommendations from the Project; and (v) facilitate timely approvals for Project-related matters pertaining to agencies included in the committee, where relevant.
- (b) maintain throughout Project implementation a technical committee chaired by the Project Director and constituted by representatives of such

- ministries and stakeholders as may be specified in the Project Operations Manual to review proposals and technical outputs for contract work.
- (c) maintain at all times during the period of implementation of the Project, a Project Management Unit (PMU) within MoED, with functions and resources satisfactory to the Association, and with staff in adequate numbers and with qualifications, experience and terms of reference satisfactory to the Association. Without limitation on the foregoing, the said unit shall be headed by the Project Director and supported by a Deputy Project Director, and include at least one full-time equivalent specialist for each of the following areas: financial management, procurement, environment and social management, monitoring and evaluation, communications, and other support staff as needed. The PMU shall be responsible for carry out Project activities, managing the new systems, and conduct monitoring and evaluation, including, inter alia: (i) preparing the Annual Work Plans and Budgets and Project reports for endorsement by the Steering Committee; (ii) coordination, management, procurement, financial management, communications and environmental and social safeguards management activities under the Project and related follow-up; (iii) carrying out the overall communications, monitoring and evaluation of the Project; and (iv) reporting to the said Steering Committee and acting as its technical advisor and liaising with the Association on any matters related to the progress of the Project and the use of the proceeds of the Financing.

B. Project Operations Manual

The Recipient shall:

- (a) no later than one (1) month after the Effective Date, adopt and thereafter throughout Project implementation maintain a Project Operations Manual, in form and substances acceptable to the Association;
- (b) carry out the Project in accordance with the Project Operations Manual; in the event of any inconsistency between the Project Operations Manual and this Agreement, the provisions of this Agreement shall prevail; and
- (c) not amend, revise, or waive, nor allow to be amended, revised, or waived, any provision of the Project Operations Manual, whether in whole or in part, without the prior written approval of the Association.

C. Annual Work Plans and Budgets

- 1. During the implementation of the Project, the Recipient through the PMU shall prepare and furnish to the Steering Committee for approval and thereafter to the Association no later than October 31(or such other date as the Association may agree) of each year for the Association's approval, a consolidated annual work plan and budget containing all eligible Project activities and expenditures proposed to be included in the Project for the Recipient's following fiscal year, including the activities and expenditures proposed to be financed from the Recipient's counterpart funding contribution, and the environmental and social safeguard measures taken or planned to be taken in accordance with the provisions of Section I.D of this Schedule.
- 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) and, except as the Association shall otherwise agree in writing, shall not make any change to the Annual Work Plans and Budgets.

D. Environmental and Social Standards

- 1. The Recipient shall ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Association.
- 2. Without limitation upon paragraph 1 above, the Recipient shall ensure, that the Project is implemented in accordance with the Environmental and Social Commitment Plan ("ESCP"), in a manner acceptable to the Association. To this end, the Recipient shall ensure that:
 - (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, and as further specified in the ESCP;
 - (b) sufficient funds are available to cover the costs of implementing the ESCP;
 - (c) policies, procedures and qualified staff are maintained to enable it to implement the ESCP, as further specified in the ESCP; and
 - (d) the ESCP or any provision thereof, is not amended, revised or waived, except as the Association shall otherwise agree in writing and the Recipient has, thereafter, disclosed the revised ESCP.

In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.

3. The Recipient shall ensure that: (a) all consultancies related to technical assistance, design and capacity building under the Project, the application of whose results could have environmental, social and health and safety implications, shall only be undertaken pursuant to terms of reference reviewed and found satisfactory by the Association; and (b) such terms of reference shall require the technical assistance, design and capacity building activities to take into account the requirements of Association's applicable social and environmental standards, policies and procedures then in force and shall require the technical assistance, design and capacity building activities to take into account the requirements of said standards, policies and procedures.

4. The Recipient shall:

- (a) take all measures necessary on its part 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 management tools and 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) promptly notify the Association 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 instruments referenced therein and the Environmental and Social Standards.
- 5. The Recipient shall ensure that all the bidding documents and contracts include the obligation of the relevant contractors and subcontractors to: (a) comply with the relevant aspects of the ESS; (b) adopt and implement measures to assess and manage the risks and impacts of labor influx; (c) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing measures on environmental, social, health and safety, gender-based violence and violence against children; all as applicable to such civil works commissioned or carried out pursuant to said contracts; and (d) adopt and implement measures to assess and mitigate security risks.
- 6. The Recipient shall maintain and publicize the availability of a grievance mechanism, in form and substance satisfactory to the Association, to hear and determine fairly and in good faith all complaints raised in relation to the Project and take all measures necessary to implement the determinations made by such mechanism in a manner satisfactory to the Association.

E. Contingent Emergency Response Mechanism

- 1. In order to ensure proper implementation of Part 3 of the Project ("CER Component"), the Recipient shall:
 - (a) prepare and furnish to the Association for its review and approval, an operations manual (the "CER Operations Manual") which shall set forth detail implementation arrangements for the CER Component, including: (i) designation of, terms of reference for and resource to be allocated to, the entity to be responsible for the coordination and implementation of the CER Component (the "Coordinating Authority"); (ii) specific activities which may be included in the CER Component, Eligible Expenditures required therefor ("Emergency Expenditures"), and any procedures for such inclusion; (iii) financial management arrangements for the CER Component; (iv) procurement methods and procedures for Emergency Expenditures to be financed under the CER Component; (v) documentation required for withdrawals of Emergency Expenditures; (vi) environmental and social safeguards instruments, including management frameworks, assessments and/or plans for the CER Component consistent with the Association's policies on the matter; and (vii) any other arrangements necessary to ensure proper coordination and implementation of the CER Component;
 - (b) afford the Association a reasonable opportunity to review said proposed CER Operations Manual;
 - (c) promptly adopt the CER Operations Manual for the CER Component as shall have been approved by the Association;
 - (d) ensure that the CER Component is carried out in accordance with the CER Operations Manual, provided however that in the event of any inconsistency between any of the provisions of the CER Operations Manual and those of this Agreement, the provisions of this Agreement shall prevail; and
 - (e) not amend, suspend, abrogate, repeal, or waive, whether in whole or in part, any provision of the CER Operations Manual without the prior approval by the Association.
- 2. The Recipient shall, throughout the period of implementation of the CER Component, maintain the Coordinating Authority, with adequate staff and resources satisfactory to the Association.

- 3. The Recipient shall undertake no activities under the CER Component (and no activities shall be included in the CER Component) unless and until the following conditions have been met in respect of said activities:
 - (a) the Recipient has determined that an Eligible Crisis or Emergency has occurred and has furnished to the Association a request to include said activities in the CER Component in order to respond to said Eligible Crisis or Emergency;
 - (b) the Association has agreed with the foregoing determination, accepted the Recipient's request, and notified such concurrence to the Recipient in writing; and
 - (c) the Recipient has prepared and disclosed all safeguards instruments required for said activities, in accordance with the CER Operations Manual, the Association has approved all such instruments, and the Recipient has implemented all actions which are required to be taken under said instruments prior to the commencement of such activities.

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 quarter, covering the calendar quarter.
- 2. Notwithstanding the provisions of paragraph 1 above, the Recipient shall:
- (a) carry out jointly with the Association, (i) by June 30, 2021 or such other date as may be agreed with the Association, a midterm review to assess the status of Project implementation, as measured against the performance indicators agreed with the Association. Such reviews 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 environmental and social instruments; (E) implementation arrangements; and (F) the need to make any adjustments to the Project to improve its performance;
- (b) prepare and furnish to the Association, at least two (2) months before the foregoing reviews, a report, in scope and detail satisfactory to the Association, integrating the results of the monitoring and evaluation activities performed pursuant to paragraph 1 above, 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 objective thereof during the period following such date; and

- (c) review, jointly with the Association, the mid-term review report referred in sub-paragraph (a) above, 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 the said report and the Association's views on the matter.
- 3. 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 Project, the Recipient shall ensure that such information, report or document does not include Personal Data.

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 Financing Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) COVID-19 Support Allowances under Part 1 (a) of the Project	9,430,000	100%
(2) Emergency Expenditures for the CER Component	0	100%
(3)(i) Stipends (including Transport Allowances) under Part 1(b) of the Project	782,520	100%
(ii) Apprenticeship Allowances (including Transport Allowances) under Part 1(c) of the Project	773,310	100%
(iii) Business Development Grants under Part 1(d) of the Project	3,314,190	100%

(4) Goods, non-consulting services and consulting services, Training and Workshops and Incremental Operating Costs for Part 1 and 2 of the Project	899,980	100%
TOTAL AMOUNT	15,200,000	

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 six million eight thousand Special Drawing Rights (SDR 6,080,000) (being the equivalent of 40% of the Financing amount) may be made for payments made prior to this date but on or after October 1, 2020 for Eligible Expenditures under Category 1;
 - (b) for payments under Category 3 (i), (ii) and (iii) until the Recipient has: (i) amended the Project Operations Manual in accordance with Section I.B (a) of this Schedule 2; and (ii) the MOU has been amended in accordance with Section IV.A of this Schedule 2; or
 - (c) under Category (2), unless and until the Association is satisfied, and has notified the Recipient of its satisfaction, that all the conditions stipulated in the Original Financing Agreement for withdrawals under the CER Component have been met.
- 2. The Closing Date is December 31, 2022.

Section IV. Other Undertakings

- A. No later than one (1) month from the Signature Date of this Agreement, the MoED, MoF and NSPA shall amend the MoU to formalize their respective Project co-implementation responsibilities in respect of the Stipends, Allowances and Business Development Grants referred to under Part 1 of the Project.
- B. The Recipient, through MoED, 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 best international practice, ensuring legitimate, appropriate, and proportionate treatment of such data.

APPENDIX

Section I. Definitions

- 1. "Accredited Training Institutes" shall mean such institutes/training providers that are accredited in accordance with the criteria as specified in the Operations Manual.
- 2. "Annual Work Plan and Budget" means each of the detailed annual work plan, together with the related budget, for the Project approved by the Association pursuant to the provisions of Section I.C of Schedule 2 to this Agreement.
- 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. "Apprenticeship Allowance" means the monthly payment proposed to be awarded by the MoED to an eligible Beneficiary, out of the proceeds of the Financing, for the financing of the Beneficiary's Apprenticeship program, pursuant to Part 1.c of Schedule 1 to this Agreement and as per the selection criteria and procedures set forth in the Operations Manual.
- 5. "Apprenticeship" means the short-term program providing on-the-job training set up for the eligible Beneficiaries by the participating firms or companies.
- 6. "Beneficiary" means a beneficiary selected to receive an Apprenticeship Allowance, Stipend, Business Development Grant, or a Covid-19 Support Allowance in accordance with the criteria and procedures acceptable to the Association and as further detailed in the Operations Manual; and "Beneficiaries" shall mean the plural of.
- 7. "Business Development Grants" means the grant proposed to be awarded by MoED to an eligible Beneficiary, out of the proceeds of the Financing, for the financing of the Beneficiary's Business Plan, pursuant to Part 1.(d) of Schedule 1 to this Agreement and as per the selection criteria and procedures set forth in the Operations Manual.
- 8. "Category" means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
- 9. "CER Component" means Part 3 of the Project, as described in Schedule 1 to this Agreement
- 10. "CER Operations Manual" means the immediate response mechanism operations manual referred to in Section I.E.1 of Schedule 2 to this Agreement, acceptable to

- the Association, to be adopted by the Recipient for the implementation of the CER Component, in accordance with the provision of said Section.
- 11. "Coordinating Authority" means the entity or entities designated by the Recipient in the CER Operations Manual, and approved by the Association pursuant to Sections I.E.1(a)(i) and I.E.2 of Schedule 2 to this Agreement, to be responsible for coordinating their respective CER Component.
- 12. "COVID-19" means the coronavirus disease caused by the 2019 novel coronavirus (SARS-CoV-2).
- 13. "COVID-19 Support Allowance" or its plural "COVID-19 Support Allowances" means a payment made under the allowance program established by the Recipient pursuant to the President's Office gazetted policy dated August 9, 2020 (Volume 49, Issue 156).
- 14. 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.
- 15. "Emergency Expenditures" means any of the eligible expenditures set forth in the CER Operations Manual, in accordance with the provision of Section I.E.1(a)(ii) of Schedule 2 to this Agreement, and required for the activities described in such manual to be financed under the said CER Component.
- 16. "Environmental and Social Commitment Plan" or the acronym "ESCP" means the Recipient's environmental and social commitment plan, acceptable to the Association, dated May 21, 2020, which sets out a summary of the material measures and actions to address the potential environmental and social risks and impacts of the Project, including the timing of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any instruments to be prepared thereunder; as the ESCP may be revised from time to time, with prior written agreement of the Association, and such term includes any annexes or schedules to such plan.
- 17. "Environmental and Social Standards" or "ESS" 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.

- 18. "General Conditions" means the "International Development Association General Conditions for IDA Financing, Investment Project Financing", dated December 14, 2018 (revised on August 1, 2020).
- 19. "Incremental Operating Costs" means the reasonable costs incurred by the Recipient, for purposes of the management and supervision of the Project including costs of office utilities and supplies, communication, printing services, bank charges, advertising expenses, vehicle rental, operation and maintenance of vehicles, office equipment and facilities, travel, lodging and per diem expenses, and salaries and allowances of contractual staff (other than consultants) for the Project; but excluding salaries, salary-top ups and allowances of the Recipient's civil servants and/or other regular government staff.
- 20. "Maldives Pension Administration Office" or "MPAO" means the Maldives Pension Administration Office, or any successor thereto.
- 21. "Ministry of Economic Development" or "MoED" means the Recipient's Ministry of Economic Development, or any successor thereto.
- 22. "Ministry of Finance" or "MOF" means the Recipient's Ministry of Finance, or any successor thereto.
- 23. "Memorandum of Understanding" or "MoU" means the memorandum of understanding entered into between the MoED, NSPA and MoF dated July 15, 2020, as referred to under Section IV.A of Schedule 2 to this Agreement.
- 24. "National Social Protection Agency" or "NSPA" means the Recipient's National Social Protection Agency, or any successor thereto.
- 25. "Original Financing Agreement" means the financing agreement entered into between the Recipient and the Association on June 13, 2020 (Credit No 6693-MV, Grant No D665-MV), as amended to the date of this Agreement through the amendment dated December 8, 2020.
- 26. "Original Project" means the project described in Schedule 1 to the Original Financing Agreement.
- 27. "Project Operations Manual" means the Recipient's Project operations manual, as the same may be revised from time to time with the prior written approval of the

Association, containing detailed arrangements and procedures for: (a) institutional coordination and day-to-day execution of the Project; (b) disbursement and financial management; (c) procurement; (d) eligibility criteria and procedures for COVID-19 Support Allowances, Stipends, Allowances and Business Development Grants under Part 1 of the Project; (d) environmental and social management; (e) monitoring and evaluation, reporting and communication; and (f) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for the Project.

- 28. "Priority Sectors" means the following sectors identified for training financed under the Project, namely (i) tourism (ii) information technology and (iii) accountancy.
- 29. "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.
- 30. "Procurement Regulations" means, for purposes of paragraph 87 of the Appendix to the General Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated July 2016, revised November 2017, and August 2018.
- 31. "Project Management Unit" and the acronym "PMU" shall mean the unit established within MoED as of May 21, 2020 and referred to in Section I.A.1 of Schedule 2 to this Agreement.
- 32. "Senior Official" means any of the following officials at the MoED (or officials of equivalent rank): Permanent Secretary; Deputy Minister; State Minister; or Minister.
- 33. "Steering Committee" means the committee to be established and maintained in accordance with Section I.A.1 of Schedule 2 to this Agreement.
- 34. "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.
- 35. "Stipends" means the monthly payment proposed to be awarded by the MoED to an eligible Beneficiary, out of the proceeds of the Financing, to cover living expenses and participation costs for the training incurred by the Beneficiary,

- pursuant to Part 1. b of Schedule 1 to this Agreement and as per the selection criteria and procedures set forth in the Operations Manual.
- 36. "Training and Workshops" means the reasonable costs of trainings, seminars, workshops, conferences and study tours, conducted in the territory of the Recipient and/or overseas, including: (a) the fees of training institutions and courses; (b) domestic and international travel costs, lodging costs, and subsistence/per diem allowances for both trainers and trainees; (c) the rental of training facilities; and (d) preparation, purchase or reproduction of training materials; but excluding salaries and allowances of the Recipient's civil servants or other regular government staff.
- 37. "Transport Allowances" means the recurring or upfront transport allowances proposed to be paid by MoED to select Beneficiaries under Part 1(b) and 1(c) of Schedule 1 to this Agreement, out of the proceeds of the Financing to meet the cost of attending training venues/locations under the eligibility criteria set forth in the Operations Manual.