

Public Disclosure Authorized

OFFICIAL DOCUMENTS

GRANT NUMBER D152-TV

Financing Agreement

(Third Development Policy Operation)

between

TUVALU

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated 24th JANUARY, 2017

FINANCING AGREEMENT

AGREEMENT dated 24th JANUARY, 2017 entered into between TUVALU ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") for the purpose of providing financing in support of the Program (as defined in the Appendix to this Agreement). The Association has decided to provide this financing on the basis, *inter alia*, of (a) the actions which the Recipient has already taken under the Program and which are described in Section I of the Schedule to this Agreement, and (b) the Recipient's maintenance of an adequate macroeconomic policy framework. The Recipient and the Association therefore hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

- 1.01. The General Conditions (as defined in the Appendix to this Agreement) constitute an integral 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, on the terms and conditions set forth or referred to in this Agreement, a grant in an amount equivalent to two million five hundred thousand Special Drawing Rights (SDR 2,500,000) ("Financing").
- 2.02. The Recipient may withdraw the proceeds of the Financing in support of the Program in accordance with Section II of the Schedule to this Agreement.
- 2.03. The Maximum Commitment Charge Rate payable by the Recipient on the Unwithdrawn Financing Balance shall be one-half of one percent (1/2 of 1%) per annum.
- 2.04. The Payment Dates are February 15 and August 15 in each year.
- 2.05. The Payment Currency is Dollar.

ARTICLE III — PROGRAM

- 3.01. The Recipient declares its commitment to the Program and its implementation. To this end:
- (a) the Recipient and the Association shall from time to time, at the request of either party, exchange views on the Recipient's macroeconomic policy framework and the progress achieved in carrying out the Program;
 - (b) prior to each such exchange of views, the Recipient shall furnish to the Association for its review and comment a report on the progress achieved in carrying out the Program, in such detail as the Association shall reasonably request; and
 - (c) without limitation upon the provisions of paragraphs (a) and (b) of this Section, the Recipient shall promptly inform the Association of any situation that would have the effect of materially reversing the objectives of the Program or any action taken under the Program, including any action specified in Section I of the Schedule to this Agreement.

ARTICLE IV — REMEDIES OF THE ASSOCIATION

- 4.01. The Additional Event of Suspension consists of the following, namely that a situation has arisen which shall make it improbable that the Program, or a significant part of it, will be carried out.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Condition of Effectiveness consists of the following, namely that the Association is satisfied with the progress achieved by the Recipient in carrying out the Program and with the adequacy of the Recipient's macroeconomic policy framework.
- 5.02. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

- 6.01. The Recipient's Representative is its Minister of Finance and Economic Development.
- 6.02. The Recipient's Address is:

Ministry of Finance and Economic Development

Vaiaku
Funafuti
Tuvalu

6.03. The Association's Address is:

International Development Association
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Cable address:

Telex:

Facsimile:

INDEVAS
Washington, D.C.

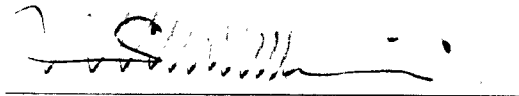
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1-202-477-6391

AGREED at FUNAFUTI, TUVALU, as of the day and year first above written.

TUVALU

By



Authorized Representative


Name: MARIA TO'AEA

Title: MINISTER FOR FINANCE &

ECONOMIC DEVELOPMENT

INTERNATIONAL DEVELOPMENT ASSOCIATION

By



Authorized Representative

Name: MONA SUR

Title: Acting Country Director

SCHEDULE

Program Actions; Availability of Financing Proceeds

Section I. Actions under the Program

The actions taken by the Recipient under the Program include the following:

1. The Recipient's Cabinet has endorsed the removal of secondary education school fees to enhance inclusiveness and equity of secondary education, as evidenced through the Cabinet decision M283-16 made September 21, 2016 and provided to the Association on September 28, 2016 by the Recipient's clerk to Cabinet.
2. The Recipient's Cabinet has approved the Tobacco Control (Amendment) Bill and directed that the amendments be introduced to Parliament to reduce risk factors for noncommunicable diseases, as evidenced through the excerpt of the Recipient's Cabinet decision M226-16 made July 20, 2016 and provided to the Association on August 31, 2016 by the Recipient's clerk to Cabinet, and the Recipient's Tobacco Control Amendment Bill.
3. The Recipient commissioned a review of the Tuvalu Trust Fund, which provided recommendations to strengthen reserve asset management by focusing on improving governance and investment policy, and this review has been submitted to the Tuvalu Trust Fund Board for endorsement of the recommendations, as evidenced through: the letter from the Recipient's Minister of Finance and Economic Development to the Association regarding 'Completion of Actions Under the Third World Bank Budget Support Operation to Tuvalu' dated September 7, 2016; and the TTF Board's agenda for the May 11, 2016 TTF Board meeting.
4. The Recipient has introduced an automated payroll system to improve the effectiveness of payroll controls, as evidenced through: the letter from the Recipient's Minister of Finance and Economic Development to the Association regarding 'Completion of Actions Under the Third World Bank Budget Support Operation to Tuvalu' dated September 7, 2016; the Recipient's "Government of Tuvalu 2016 National Budget: Presented on 16 December 2015 by the Hon Maatia Toafa."
5. The Recipient's Parliament has enacted the Banking Commission Amendment Act and a framework for monitoring of the Banking sector was established to improve oversight and sustainability, as evidenced through the Banking Commission Amendment Act and the letter from the Recipient's Minister of Finance and Economic Development to the Association regarding "Completion of Actions under the Third World Bank Budget Support Operation to Tuvalu" dated September 29, 2016.

Section II. Availability of Financing Proceeds

- A. General.** The Recipient may withdraw the proceeds of the Financing in accordance with the provisions of this Section and such additional instructions as the Association may specify by notice to the Recipient.
- B. Allocation of Financing Amounts.** The Financing is disbursed in a single withdrawal tranche, from which the Recipient may make withdrawals of the Financing. The allocation of the amounts of the Financing to this end is set out in the table below:

Allocations	Amount of the Financing Allocated (expressed in SDR)
(1) Single Withdrawal Tranche	2,500,000
TOTAL AMOUNT	2,500,000

C. Withdrawal Tranche Release Conditions

No withdrawal shall be made of the Single Withdrawal Tranche unless the Association is satisfied: (a) with the Program being carried out by the Recipient, and; (b) with the adequacy of the Recipient's macroeconomic policy framework.

D. Deposits of Financing Amounts. Except as the Association may otherwise agree:

1. the Recipient shall open, prior to furnishing to the Association the first request for withdrawal from the Financing Account, and thereafter maintain a deposit account in Australian Dollars ("Local Currency Deposit Account") on terms and conditions satisfactory to the Association;
2. all withdrawals from the Financing Account shall be deposited by the Association into the Local Currency Deposit Account; and
3. the Recipient shall ensure that upon each deposit of an amount of the Financing into the Local Currency Deposit Account: (a) an equivalent amount is accounted for in the Recipient's budget management system, in a manner acceptable to the Association; and (b) the Recipient provides written confirmation to the Association, within thirty (30) days of receipt by the Recipient, that an equivalent amount is so accounted for under paragraph (a).

- E. Audit.** The Recipient shall:
1. have the Local Currency Deposit Account audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association;
 2. furnish to the Association as soon as available, but in any case not later than six (6) months after the Single Withdrawal Tranche is disbursed, a certified copy of the report of such audit, of such scope and in such detail as the Association shall reasonably request, and make such report publicly available in a timely fashion and in a manner acceptable to the Association; and
 3. furnish to the Association such other information concerning the Local Currency Deposit Account and its audit as the Association shall reasonably request.
- F. Excluded Expenditures.** The Recipient undertakes that the proceeds of the Financing shall not be used to finance Excluded Expenditures. If the Association determines at any time that an amount of the Financing was used to make a payment for an Excluded Expenditure, the Recipient shall, promptly upon notice from the Association, refund an amount equal to the amount of such payment to the Association. Amounts refunded to the Association upon such request shall be cancelled.
- G. Closing Date.** The Closing Date is June 30, 2018.

APPENDIX

Section I. Definitions

1. "Banking Commission Amendment Act" means the Recipient's *Banking Commission Amendment Act* No.4 of 2015.
2. "Cabinet" means the Recipient's Cabinet established under section 73 of the Constitution of Tuvalu.
3. "Excluded Expenditure" means any expenditure:
 - (a) for goods or services supplied under a contract which any national or international financing institution or agency other than the Association or the Bank has financed or agreed to finance, or which the Association or the Bank has financed or agreed to finance under another credit, grant or loan;
 - (b) for goods included in the following groups or sub-groups of the Standard International Trade Classification, Revision 3 (SITC, Rev.3), published by the United Nations in Statistical Papers, Series M, No. 34/Rev.3 (1986) (the SITC), or any successor groups or subgroups under future revisions to the SITC, as designated by the Association by notice to the Recipient:

Group	Sub-group	Description of Item
112		Alcoholic beverages
121		Tobacco, un-manufactured, tobacco refuse
122		Tobacco, manufactured (whether or not containing tobacco substitutes)
525		Radioactive and associated materials
667		Pearls, precious and semiprecious stones, unworked or worked
718	718.7	Nuclear reactors, and parts thereof; fuel elements (cartridges), non-irradiated, for nuclear reactors
728	728.43	Tobacco processing machinery

897	897.3	Jewelry of gold, silver or platinum group metals (except watches and watch cases) and goldsmiths' or silversmiths' wares (including set gems)
971		Gold, non-monetary (excluding gold ores and concentrates)

- (c) for goods intended for a military or paramilitary purpose or for luxury consumption;
 - (d) for environmentally hazardous goods, the manufacture, use or import of which is prohibited under the laws of the Recipient or international agreements to which the Recipient is a party;
 - (e) on account of any payment prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations; and
 - (f) with respect to which the Association determines that corrupt, fraudulent, collusive or coercive practices were engaged in by representatives of the Recipient or other recipient of the Financing proceeds, without the Recipient (or other such recipient) having taken timely and appropriate action satisfactory to the Association to address such practices when they occur.
4. "General Conditions" means the "International Development Association General Conditions for Credits and Grants", dated July 31, 2010 with the modifications set forth in Section II of this Appendix.
5. "Local Currency Deposit Account" means the account referred to in Section II.D.1 of the Schedule to this Agreement.
6. "Program" means the program of actions, objectives and policies designed to promote growth and achieve sustainable reductions in poverty and set forth or referred to in the letter dated September 7, 2016 from the Recipient to the Association declaring the Recipient's commitment to the execution of the Program, and requesting assistance from the Association in support of the Program during its execution.

7. "Single Withdrawal Tranche" means the amount of the Financing allocated to the category entitled "Single Withdrawal Tranche" in the table set forth in Section II.B of the Schedule to this Agreement.
8. "Tobacco Control Amendment Bill" means the Recipient's "Tobacco Control (Amendment) Bill 2016", being a bill for an act to amend the Tobacco Control Act 2008.
9. "Tuvalu Trust Fund" and "TTF" means the Recipient's fund established by the agreement titled 'Agreement Concerning An International Trust Fund for Tuvalu' between Tuvalu, Australia, New Zealand, and the United Kingdom of Great Britain and Northern Ireland, date June 16, 1987, and in accordance with the Recipient's Tuvalu Trust Fund (Finance and Information) Act No. 3 1987, Chapter 49.A.
10. "Tuvalu Trust Fund Board" and "TFF Board" mean the board of directors of the TTF established by Article 6 of the agreement titled 'Agreement Concerning An International Trust Fund for Tuvalu' between Tuvalu, Australia, New Zealand, and the United Kingdom of Great Britain and Northern Ireland, date June 16, 1987, and in accordance with the Recipient's Tuvalu Trust Fund (Finance and Information) Act No. 3 1987, Chapter 4.22.

Section II. Modifications to the General Conditions

The modifications to the General Conditions are as follows:

1. The last sentence of paragraph (a) of Section 2.03 (relating to Applications for Withdrawal) is deleted in its entirety.
2. Sections 2.04 (*Designated Accounts*) and 2.05 (*Eligible Expenditures*) are deleted in their entirety, and the subsequent Sections in Article II are renumbered accordingly.
3. Sections 4.01 (*Project Execution Generally*), and 4.09 (*Financial Management; Financial Statements; Audits*) are deleted in their entirety, and the remaining Sections in Article IV are renumbered accordingly.
4. Paragraph (a) of Section 4.05 (renumbered as such pursuant to paragraph 3 above and relating to *Use of Goods, Works and Services*) is deleted in its entirety.
5. Paragraph (c) of Section 4.06 (renumbered as such pursuant to paragraph 3 above) is modified to read as follows:

"Section 4.06. *Plans; Documents; Records*

... (c) The Recipient shall retain all records (contracts, orders, invoices, bills, receipts and other documents) evidencing expenditures under the Financing until two years after the Closing Date. The Recipient shall enable the Association's representatives to examine such records."

6. Paragraph (c) of Section 4.07 (renumbered as such pursuant to paragraph 3 above) is modified to read as follows:

"Section 4.07. Program Monitoring and Evaluation

... (c) The Recipient shall prepare, or cause to be prepared, and furnish to the Association not later than six months after the Closing Date, a report of such scope and in such detail as the Association shall reasonably request, on the execution of the Program, the performance by the Recipient and the Association of their respective obligations under the Legal Agreements and the accomplishment of the purposes of the Financing."

7. The following terms and definitions set forth in the Appendix are modified or deleted as follows, and the following new terms and definitions are added in alphabetical order to the Appendix as follows, with the terms being renumbered accordingly:

- (a) The definition of the term "Eligible Expenditure" is modified to read as follows:

"'Eligible Expenditure' means any use to which the Financing is put in support of the Program, other than to finance expenditures excluded pursuant to the Financing Agreement."

- (b) The term "Financial Statements" and its definition as set forth in the Appendix are deleted in their entirety.

- (c) The term "Project" is modified to read "Program" and its definition is modified to read as follows:

"'Program' means the program referred to in the Financing Agreement in support of which the Financing is made." All references to "Project" throughout these General Conditions are deemed to be references to "Program".