GRANT NUMBER D912-SB

Financing Agreement

(Solomon Islands Sustainable Mining Development Technical Assistance Project)

between

SOLOMON ISLANDS

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

GRANT NUMBER D912-SB

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between SOLOMON ISLANDS ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association"). The Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

- 1.01. The General Conditions (as defined in the Appendix to this Agreement) apply to and form part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

ARTICLE II — FINANCING

- 2.01. The Association agrees to extend to the Recipient a grant, which is deemed as Concessional Financing for purposes of the General Conditions, as set forth or referred to in this Agreement, in an amount equivalent to three million six hundred thousand Special Drawing Rights (SDR 3,600,000) ("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 June 1 and December 1 in each year.
- 2.05. The Payment Currency is Dollar.

ARTICLE III — PROJECT

3.01. The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall carry out the Project through its MMERE 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 Effectiveness Deadline is the date ninety (90) days after the Signature Date.
- 4.02. For purposes of Section 10.05 (b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty (20) years after the Signature Date.

ARTICLE V — REPRESENTATIVE; ADDRESSES

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

Ministry of Finance and Treasury P.O. Box 26 Honiara Solomon Islands; and

(b) the Recipient's Electronic Address is:

Facsimile: E-mail:

677-27855 mdentana@mof.gov.sb

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:

Facsimile: E-mail:

1-202-477-6391 cdpngpacific@worldbank.org

AGREED as of the Signature Date.

SOLOMON ISLANDS

By		
	Harry D. Łuma	
	Authorized Representative Harry D. Kuma	_
	Name:	_
	Title: Minister of Finance and Tr	easury -
	Date:21-Dec-2021	_
INTER	NATIONAL DEVELOPMENT ASSOCIATI	ON
Ву	b	
	Authorized Representative	
	Stephen Ndegwa	
	Name:	_
	Country Director, PNG & Pacif	ic Islands –
	13-Dec-2021	

SCHEDULE 1

Project Description

The objective of the Project is to strengthen the capacity of regulatory institutions to implement revised mining and related laws consistently, transparently, and effectively.

The Project consists of the following Parts:

Part 1: Completion of the Regulatory Framework

Support to the MMERE to complete the design of the regulatory framework in line with the NMP through:

- <u>Part 1.1:</u> <u>Policy, Plans and Legislation</u>. Financing of technical assistance to support the preparation of policy, plans and legislation needed to implement the NMP with legal, policy and technical expertise and stakeholder consultations connected therewith through:
 - (i) conducting a Strategic Environmental and Social Assessment ("SESA") of mineral development in Solomon Islands;
 - (ii) completing drafting of the Mining Bill, mining regulations and model form agreements to reflect the NMP, the SESA and appropriate internationally recognized technical, environmental (including on avoiding deforestation and river pollution and other impacts that affect communities' adaptive capacity to climate change) and social (including gender) management standards which license holders must comply with;
 - (iii) updating the mines occupational health and safety legislation in line with internationally recognized standards;
 - (iv) preparing regulations, guidelines and protocols on matters beyond the scope of mining legislation to better harmonize mining-relevant regulation of: (a) land administration; (b) environmental and social management, including impacts of mining on climate adaptation and mitigation (especially avoiding damage to forests and soil) in line with relevant international commitments; and (c) employment and community level development, to include gender considerations (especially minimum requirements for local employment incorporating gender and equity considerations); and

- (v) preparing regulations, guidelines and protocols on matters beyond the scope of mining legislation to better harmonize mining-relevant regulation of taxation and trade, to include: (a) mineral royalties, taxes and fees; (b) mineral revenue collection; and (c) mineral revenue allocation among provinces and districts.
- <u>Part 1.2:</u> <u>Institutional Structures and Functions.</u> Financing technical assistance to support the design of institutional structures and functions necessary to implement the NMP with legal, policy and technical expertise and stakeholder consultations connected therewith through:
 - (i) developing written mandates of MMERE and other regulators to implement the NMP and mining and related legislation, and design appropriate key performance indicators and coordination mechanisms;
 - (ii) designing specific administrative measures to address the effective delivery of key functions across relevant ministries including those relating to: (a) core mining management functions (the Minerals Board, cadaster, mines inspection and geological survey); (b) landowner identification and access to land; (c) environmental and social impact assessment and related permitting; and (d) royalty, tax, customs collection, audit, and export monitoring;
 - (iii) preparing staff development plans for MMERE and budgets consistent with its mandate and key performance indicators; and
 - (iv) developing a strategy to: (a) increase the share of female staff and technical experts within MMERE; (b) encourage female university enrolments in engineering and technology; and (c) establish minimum standards for local employment and gender equality in mining which include provisions for non-discrimination in employment and wages, sexual harassment, and support for GBV survivors, introducing the principles of the Waka Mere Commitment to Action to the mining sector.

Part 2: Strengthening the Capacity of Regulatory Institutions

Support to build capacity of government regulatory institutions to fulfill their functions consistently, transparently, and effectively and support MMERE to overcome near term operational challenges, through:

<u>Part 2.1:</u> <u>Mineral Rights Management</u>. Support to strengthen MMERE's capacity to carry out its mineral rights management duties, through:

- (i) Licensing: provision of financing for knowledge sharing, specialized training and the acquisition of software and other tools to build capacity of MMERE in the licensing of mineral exploration and mining operations, including, inter alia: (a) the design and installation of a computerized geo-referenced cadastral system for managing the application, award and registration of mineral rights based on the pre-feasibility assessment conducted under the SIMGov Project (DeVries), and with links to the geodata repository addressed in Part 2.3 of this Schedule; (b) the design of procedures and documentation to competitively tender mineral rights; (c) the design of criteria, procedures and documentation for conducting reviews of exploration, mining and mine closure plans submitted for approval by applicants; and (d) the design of criteria, procedures and documentation for conducting reviews of environmental and social impact assessments and management plans consistent with internationally recognized standards for environmental and social management including managing climate impacts such as deforestation.
- (ii) Compliance: provision of financing for knowledge sharing, specialized training and the acquisition of software and other tools to build capacity of MMERE to monitor and improve compliance with legislation and the conditions of licenses by license holders based on appropriate internationally recognized technical standards and approaches, including, inter alia: (a) the design of monitoring and reporting requirements to cover mineral resources and reserves, according to an internationally recognized classification system, exploration results, mining and mineral processing operations, including waste handling, the production, storage and disposal of minerals, closure and reclamation of mined areas and other aspect of mining operations; (b) the design of procedures and documentation for conducting site inspection based on a diagnostic conducted under the SIMGov Project (Walker); and (c) the design of procedures and documentation for undertaking any other monitoring and compliance measures provided for in legislation including reducing illegal mining and associated deforestation.
- (iii) Community Engagement: Provision of financing for knowledge sharing and specialized training to build capacity of MMERE to engage responsibly with mining affected communities, especially women, youths and other groups whose access and voice can be enhanced through: (a) establishing a community liaison function in MMERE staffed by at least equal numbers of male and female officers; (b) preparing a MMERE Communications Strategy that embodies citizen engagement principles suited to the Solomon Islands context; (c) preparing a MMERE Gender and Social Inclusion Strategy which identifies barriers to women working in technical and other staff roles in the mining industry and lists actions the MMERE can take to promote greater participation of women in its own human resources, and incorporates facilitation and outreach activities in community negotiations

to ensure women participate in deliberations and are able to give informed consent, and to monitor women's participation in decision-making bodies (through encouraging representation and sharing data on progress to government and communities); (d) conducting awareness raising (in collaboration with other relevant government agencies at central and provincial levels) of stakeholders, through workshops, specialized training, and outreach publications and events, of local community planning needs at national and sub-national government levels and opportunities to benefit from fiscal revenue and mining company procurement of jobs, goods and services; (e) conducting mapping of existing GBV-related services in mining affected areas, delivering regular awareness raising sessions on GBV, consequences, and available services in mining-affected areas, and training staff on GBV and responding to any disclosures of violence; and (f) developing an MMERE annual work plan and budget based on the aforementioned activities.

- <u>Part 2.2:</u> <u>Mineral Revenue Management</u>. Support for strengthening SIG's capacity, across several relevant government agencies, to carry out its mineral revenue management duties with a focus on the following areas:
 - (i) <u>Revenue administration</u> through capacity building in administering royalty, tax, value-added tax and customs, including physical and financial audit and effectively administering negotiations-based tax concessions.
 - (ii) <u>Sub-national Revenue Management</u> (administration of revenue allocations from mining revenues) through an assessment of needs and identification of suitable capacity building activities and funding sources.
 - (iii) <u>Extractives Industry Transparency Initiative ("EITI")</u> through capacity building in re-launching and implementing EITI and related outreach publications and events.
- <u>Part 2.3:</u> <u>Geo-data Management</u>. Support for strengthening MMERE's capacity to carry out its geo-data management duties consistently, transparently, and effectively, with a focus on the following areas:
 - (i) <u>Data management system</u>, including: (a) capacity building in managing geodata; (b) design, installation, and management of a modern geodata repository; and (c) support for the design, installation and management of a core shed to improve core storage and management.

- (ii) GeoData acquisition through a study to develop a strategy for acquiring and adding value to geophysical and geochemical data, identifying mapping hardware and software and geochemical laboratory and other equipment needs and assessing the financing needed, and an assessment of opportunities to leverage geophysical and geochemical data to address identification of areas vulnerable to climate-risks such as erosion, flooding and coastal inundation and thus contribute to enhancing climate resilience.
- Part 2.4: Operational Support. Support MMERE to overcome near term operational challenges through financing of a resident adviser in the first two Project years to provide: (i) immediate operational support to MMERE to evaluate and approve mining related investments, compliance monitoring, including mine site inspections; (ii) help coordinate Project financed advisory workflows; (iii) support coordination between MMERE and other government agencies; and (iv) offer staff development through training and mentoring.
- Independent Advisory Institution. Support to strengthen community Part 2.5: empowerment by establishing an independent advisory institution drawing on a pre-feasibility study conducted under the SIMGov Project (Grice) mandated to offer landowners, communities, women, youths and groups exposed to increased climate impacts, access to information and advice on the exercise of their rights under relevant legislation, and any obligations connected therewith, and raise awareness of mining sector impacts and benefits and the roles of mining companies and regulatory bodies, the financial and governance arrangements for setting up said advisory institution to be developed to supplement the work by Grice and then approved, through: (a) consultation to this end; (b) a gender and social inclusion analysis; (c) a strategy setting out how the institution can best operate in a way that includes women in its management and delivery of services and provide tailored services to women, youth and other groups; (d) collecting data to track the representation of women on relevant boards and committees; and (e) promotion of a better understanding of environmental and climate risks and adaptation measures through regular community training programs conducted to help build capacity of mining affected communities in adapting and coping with climate issues.

Part 3: Project Management

Provision of financing for:

(i) the operational and technical assistance needed by MMERE to manage the Project during implementation, through establishment of a PMU to exercise Project management responsibilities on MMERE's behalf, its scope to include

conduct of financial management, procurement and contract management, monitoring and evaluation of Project performance, coordination among government entities and guidance necessary to adhere to the ESCP, the PMU to have expertise to assume all fiduciary responsibilities, fulfill ESCP requirements and provide input to terms of reference, IT and equipment specifications, management of consultant delivered workflows, and reporting requirements;

- (ii) selected equipment costs and office refurbishment at MMERE, including: (a) acquisition and installation of critical equipment including servers to support the IT functions of the MMERE office in Honiara and network equipment and software to connect the Honiara office to provincial offices and other government offices; (b) up to two vehicles at Honiara; and (c) equipping and fitting out a Project management office at the MMERE Honiara office; and
- (iii) workshop expenses to be incurred for the Project.

SCHEDULE 2

Project Execution

Section I. <u>Implementation Arrangements</u>

A. Institutional Arrangements

- 1. The Recipient shall vest responsibility for carrying out the day-to-day coordination, management, and implementation of the Project to its MMERE, with the MMERE Permanent Secretary serving as the Project Director.
- 2. No later than one (1) month after the Effective Date (or such later date as may be agreed in writing between the Recipient and the Association), the Recipient shall establish and thereafter maintain throughout the period of Project implementation the Project Steering Committee ("PSC"), with composition, resources, and terms of reference acceptable to the Association, to be chaired by the Project Director, to provide overall policy guidance and decision making on issues related to the Project, facilitate coordination and close collaboration among relevant government agencies, review and endorse the annual work plan and budget, and end of year reports and annual audits with support from the PMU.
- 3. No later than one (1) month after the Effective Date (or such later date as may be agreed in writing between the Recipient and the Association), the Recipient shall establish and thereafter maintain throughout the period of Project implementation the Technical Working Group ("TWG"), with composition, resources, and terms of reference acceptable to the Association, to provide operational oversight of the Project at a technical level.
- 4. No later than three (3) months after the Effective Date (or such later date as may be agreed in writing between the Recipient and the Association), the Recipient shall establish within the MMERE and thereafter maintain throughout the period of Project implementation the Project Management Unit ("PMU"), with composition, resources, and terms of reference acceptable to the Association, including a full time Project manager, a procurement officer, a finance officer, a monitoring and evaluation officer, a gender and social inclusion officer, and an ESF and stakeholder engagement officer, to be responsible for carrying out day-to-day management and implementation of the Project.

B. Project Operations Manual

- 1. No later than two (2) months after the Effective Date (or such later date as may be agreed in writing between the Recipient and the Association), the Recipient through the MMERE shall prepare and adopt a Project Operations Manual, satisfactory to the Association, which shall set forth, inter alia, the following detailed arrangements and procedures for the implementation of the Project: (i) institutional arrangements for the day to day execution of the Project; (ii) the preparation and successive updates of the Procurement Plan and its implementation arrangements; (iii) implementation arrangements for the Environmental and Social Commitment Plan; (iv) detailed financial management including planning and budgeting, disbursement, accounting system, internal controls, financial reporting, and auditing arrangements, and arrangements for interim support; (v) Project monitoring, reporting, evaluation and communication arrangements; (vi) Personal Data collection and processing; and (vii) any other administrative, financial, technical and organizational arrangements and procedures as shall be necessary for the implementation of the Project and the achievement of its development objective.
- 2. The Recipient shall thereafter ensure that the Project is carried out in accordance with the Project 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 Project Operations Manual.

C. Annual Work Plans and Budgets

- 1. The Recipient through the MMERE's PMU shall prepare and furnish to the Association, no later than two (2) months after the Effective Date and February 1 of each subsequent year during the implementation of the Project (or such later interval or date as the Association may agree) following approval by the PSC, for the Association's review and no-objection, an Annual Work Plan and Budget, which shall include, *inter alia*: (a) list of all activities (including Operating Costs, and Training) proposed to be implemented under the Project during the following fiscal year of the Recipient; (b) provide a budget for their financing; and (c) describe the measures and actions taken or planned to be taken in accordance with the provisions of Section I.D of this Schedule 2.
- 2. The Recipient shall ensure that the Project is implemented in accordance with the Annual Work Plans and Budgets accepted by the Association for the respective

fiscal year; provided, however, that in case of any conflict between the Annual Work Plans and Budgets and the provisions of this Agreement, the provisions of this Agreement shall prevail.

3. The Recipient shall not make or allow to be made any change to the Annual Work Plans and Budgets unless the Association has provided its prior no-objection thereof in writing.

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, 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 provided in the ESCP;
 - (b) sufficient funds are available to cover the costs of implementing the ESCP;
 - (c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and
 - (d) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Association shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.
- 3. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
- 4. The Recipient shall ensure that:
 - (a) all measures necessary are taken to collect, compile, and furnish to the Association through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the

Association, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Association, setting out, inter alia: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and

- (b) the Association is promptly notified of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.
- 5. The Recipient shall establish, publicize, maintain, and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of Project-affected people, and take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Association.
- 6. The Recipient shall ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors, subcontractors and supervising entities to: (a) comply with the relevant aspects of ESCP and the environmental and social instruments referred to therein; and (b) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing measures to address environmental, social, health and safety risks, and the risks of sexual exploitation and abuse, sexual harassment and violence against children, all as applicable to such civil works commissioned or carried out pursuant to said contracts.
- 7. 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 the applicable ESSs.

Section II. Project Monitoring, Reporting and Evaluation

1. The Recipient shall furnish to the Association each Project Report no later than forty-five (45) days after the end of each calendar semester, covering the calendar

semester. Except as may otherwise be explicitly required or permitted under this Agreement or as may be explicitly requested by the Association, in sharing any information, report or document related to the activities described in Schedule 1 of this Agreement, the Recipient shall ensure that such information, report or document does not include Personal Data.

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: (a) 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 Financing Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, works, non- consulting services, consulting services, Operating Costs, and Training for the Project	3,600,000	100%
TOTAL AMOUNT	3,600,000	

B. Withdrawal Conditions; Withdrawal Period

- 1. Notwithstanding the provisions of Part A above, no withdrawal shall be made for payments made prior to the Signature Date.
- 2. The Closing Date is March 31, 2027.

Section IV. Other Undertakings

A. The Recipient shall ensure that all technical assistance under the Project shall be: (a) consistent with the principles and standards in the NMP and international best practice; and (b) satisfactory to the Association.

APPENDIX

Definitions

- 1. "Annual Work Plan and Budget" means each annual work plan and budget (including related cash forecasts) for the implementation of the Project accepted by the Association, in accordance with Section I.C of Schedule 2 to this Agreement; and "Annual Work Plans and Budgets" means, collectively, all such plans and budgets.
- 2. "Anti-Corruption Guidelines" means, for purposes of paragraph 5 of the Appendix to the General Conditions, the "Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants", dated October 15, 2006 and revised in January 2011 and as of July 1, 2016.
- 3. "Category" means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
- 4. "Communications Strategy" means a public document authorized by MMERE which sets out how MMERE will communicate with the public on matters under its jurisdiction relating to the mining sector.
- 5. "Environmental and Social Commitment Plan" or "ESCP" means the environmental and social commitment plan for the Project, dated October 14, 2021, 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.
- 6. "Environmental and Social Standards" or "ESSs" means, collectively: (i) "Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts"; (ii) "Environmental and Social Standard 2: Labor and Working Conditions"; (iii) "Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management"; (iv) "Environmental and Social Standard 4: Community Health and Safety"; (v) "Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement"; (vi) "Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources"; (vii) "Environmental and Social

- Standard 7: Indigenous Peoples/Sub-Saharan Historically Underserved Traditional Local Communities"; (viii) "Environmental and Social Standard 8: Cultural Heritage"; (ix) "Environmental and Social Standard 9: Financial Intermediaries"; and (x) "Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure"; effective on October 1, 2018, as published by the Association.
- 7. "Extractives Industry Transparency Initiative" or "EITI" means the international initiative overseen by the EITI International Board as documented at www.eiti.org.
- 8. "GBV" means gender-based violence.
- 9. "General Conditions" means the "International Development Association General Conditions for IDA Financing, Investment Project Financing", dated December 14, 2018 (revised on August 1, 2020 and April 1, 2021).
- 10. "Gender and Social Inclusion Strategy" means the plan adopted by MMERE to achieve gender and social inclusion policies of SIG in the mining sector.
- 11. "GeoData" means data relating to the geology of Solomon Islands and minerals associated with that geology in respect of which MMERE has responsibility as set out in mining legislation.
- 12. "Honiara" means the capital city of Solomon Islands.
- 13. "IT" means information technology.
- 14. "Minerals Board" means the body bearing that name constituted under the Mines and Minerals Act, 1990.
- 15. "Mining Bill" means a legislative bill prepared for submission to the Parliament of Solomon Islands for enactment concerning mineral resources and their management.
- 16. "MMERE" means the Recipient's Ministry of Mines, Energy and Rural Electrification, or any successor thereto, responsible for the sustainable development and management of Solomon Islands' mineral, petroleum, water, and energy resources, mandated to manage geological surveys and responsible for the mitigation of geological and hydrological hazards.

- 17. "NMP" means the Recipient's National Minerals Policy, a document endorsed by Cabinet of the Solomon Islands Government in March 2017.
- 18. "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 *inter alia* rental of office space, bank charges, communications, advertising costs, utilities, stationery, vehicle operation, maintenance, insurance and transportation costs, but excluding salaries, fees, honoraria, bonuses, and any other salary supplements of any of the Recipient's civil servants.
- 19. "Permanent Secretary" means the MMERE permanent secretary.
- 20. "Personal Data" means any information relating to an identified or identifiable individual. An identifiable individual is one who can be identified by reasonable means, directly or indirectly, by reference to an attribute or combination of attributes within the data, or combination of the data with other available information. Attributes that can be used to identify an identifiable individual include, but are not limited to, name, identification number, location data, online identifier, metadata, and factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of an individual.
- 21. "Procurement Regulations" means, for purposes of paragraph 87 of the Appendix to the General Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated November 2020.
- 22. "Project Management Unit" or "PMU" means the Project Management Unit referred to in Section I.A. of Schedule 2 to this Agreement.
- 23. "Project Operations Manual" means the Recipient's project operations manual to be adopted by the Recipient in accordance with Section I.B.1 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.
- 24. "Project Steering Committee" or "PSC" means the committee referred to in Section I.A.2 (of Schedule 2 to this Agreement.
- 25. "SIG" means Solomon Islands government.

- 26. "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.
- 27. "SIMGov Project" means the Solomon Islands Mining Governance Project, Extractive Global Programmatic Support ("EGPS") Multi Donor Trust Fund Grant No. TF0A6633, set forth in the Letter Agreement between the Recipient and the World Bank dated March 23, 2018 and countersigned on April 4, 2018.
- 28. "SIMGov Project (DeVries)" means a report authored by Paul DeVries and financed by the SIMGov Project entitled "Final Report, June 30, 2019".
- 29. "SIMGov Project (Grice)" means a report authored by Dr. Tim Grice and financed by the SIMGov Project entitled "Solomon Islands Natural Resources Independent Advisory Centre".
- 30. "SIMGov Project (Walker)" means a report authored by Mark Walker and financed by the SIMGov Project entitled "Final Report: Role and duties of the Mining Inspectorate under current legislation".
- 31. "Strategic Environmental and Social Assessment" or "SESA" means a study of the implications of mineral resources development for the management of environmental and social impacts at the national and sub-national level as a basis for defining appropriate government action.
- 32. "Technical Working Group" or "TWG" means the technical working group referred to in Section I.A.3 of Schedule 2 to this Agreement.
- 33. "Training" means the reasonable costs of training and workshop activities under the Project, based on the Annual Work Plans and Budgets, and accepted 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 training preparation and implementation.
- 34. "Waka Mere Commitment to Action" means an initiative led by the International Finance Corporation and the Solomon Islands Chamber of Commerce and Industry committed to: (i) promote women in leadership; (ii) build respectful and supportive workplaces; and (iii) increase opportunities for women in jobs traditionally held by men.