
GRANT NUMBER D557-KI

Financing Agreement

(Pacific Islands Regional Oceanscape Program Project)

between

REPUBLIC OF KIRIBATI

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

GRANT NUMBER D557-KI

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between REPUBLIC OF KIRIBATI (“Recipient”) and INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”). The Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

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

ARTICLE II — FINANCING

- 2.01. The Association agrees to extend to the Recipient a grant, which is deemed as Concessional Financing for purposes of the General Conditions, in an amount equivalent to fourteen million two hundred thousand Special Drawing Rights (SDR 14,200,000) (“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 November 1 and May 1 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 through its Ministry of Fisheries and

Marine Resource Development in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

ARTICLE IV — REMEDIES OF THE ASSOCIATION

- 4.01. The Additional Event of Suspension is that, subject to the Recipient having met the conditions set out under Section III.B.1(b) of Schedule 2 to this Agreement, the Recipient's fisheries laws and regulations have been further amended, suspended, abrogated, repealed or waived in a manner that is not compatible with Article 73 of the United Nations Convention on the Law of the Sea, or in a manner that would affect materially and adversely the ability of the Recipient to perform any of its obligations under Part 1.1(b) and Part 1.2 of the Project.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Effectiveness Deadline is the date ninety (90) days after the Signature Date.
- 5.02. 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 VI — REPRESENTATIVE; ADDRESSES

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

Ministry of Finance and Economic Development
P.O. Box 67
Bairiki, Tarawa
Republic of Kiribati; and

- (b) the Recipient's Electronic Address is:

E-mail:
hon.vicepresident@mfep.gov.ki

6.03. 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.

REPUBLIC OF KIRIBATI

By

Dr. Teuea Toatu

Authorized Representative

Name: Dr. Teuea Toatu

Title: Vice President & Minister of Finance

Date: 16-Apr-2020

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Michel Kerf

Authorized Representative

Name: Michel Kerf

Title: Country Director, PNG & Pacific Islands

Date: 08-Apr-2020

SCHEDULE 1

Project Description

The objective of the Project is to improve management of Selected Fisheries and seafood safety in the Recipient's territory.

The Project consists of the following parts:

Part 1: Strengthening monitoring, control and surveillance of Large-Scale Oceanic Fisheries

- 1.1 (a) Strengthening the Recipient's capacity to implement monitoring, control and surveillance activities to improve illegal, unreported and unregulated fishing countermeasures in accordance with international law, including: (i) evaluating observed and unobserved fishing trips; (ii) carrying out studies, training and capacity building activities on compliance with the Recipient's obligations under Article 73 of UNCLOS and on market state measures under international law, including implementation of the FAO Port State Measures Agreement; (iii) reviewing, updating and publishing a national plan of action on illegal, unreported and unregulated fishing; and (iv) reviewing the Recipient's legislation and procedures, drafting and submitting updates of legislation for approval, and drafting and adopting updated procedures, for compatibility with Article 73 of UNCLOS.
- (b) Developing: (i) a legal and policy framework for the use of the electronic monitoring and reporting systems provided for under Part 1.2(b) of the Project, including both regulatory and procedural reform; (ii) clear and transparent criteria for the application of reporting requirements and a template of the memorandum of understanding to be entered into with vessel operators for installation and operation of such systems; (iii) plans for sustaining the electronic monitoring and reporting systems beyond the life of the Project; and (iv) arrangements to integrate external information and communications technology support.
- 1.2 (a) designing, constructing and equipping two fisheries monitoring, control and surveillance facilities, one in Betio and the other in Kiritimati;
- (b) installing, operating and maintaining electronic fish catch monitoring and reporting systems in domestic Longline Vessels whose operators have signed a memorandum of understanding based on the template referred to in Part 1.1(b)(ii) and training MFMRD officers in respect of such systems; and

- (c) providing tender craft to facilitate boarding inspections of fishing vessels, one in Betio and the other in Kiritimati.

Part 2: Diversifying marine-based revenue streams for outer island coastal communities

Strengthening coastal community participation in new and existing sustainable marine-based revenue streams in the Gilbert and Line Islands in support of the *Kiribati Fisheries (Conservation and Management of Coastal Marine Resources Regulation 2019* by:

- 2.1 (a) developing a Kiritimati ocean resources master plan; (b) developing a Kiritimati sport fishing management plan; and (c) supporting implementation of the Kiritimati Island Marine Aquarium Trade Management Plan 2017; including, in each case, identifying viable options for generating long-term and meaningful employment of women and youth in Kiritimati's ocean economy.
- 2.2 carrying out capacity building activities to: (a) strengthen national coastal resource licensing systems; (b) enhance community participation in coastal resource management; and (c) increase the capacity and operational effectiveness of MFMRD's Coastal Fisheries Division including providing equipment and software for electronic reporting.
- 2.3 providing a package of technical assistance and capacity building activities to identify and catalyze sustainable fisheries supply chains in selected outer islands within the Gilbert Islands, selected from a menu of potential activities which includes: (a) establishing a marine spatial plan for Tarawa; (b) identifying up to four candidate outer islands for selection in accordance with the POM and preparing and implementing sustainable supply chain development plans for such selected outer islands in accordance with the *Fisheries (Conservation and Management of Coastal Marine Resources) Regulations 2019*; and (c) providing training and capacity support to catalyze development of sustainable supply chains in accordance with those plans, including providing relevant materials and facilities, and through targeted conservation and management measures in the Nearshore FAD Fishery.
- 2.4 carrying out studies to evaluate economic viability of small-scale fisheries supply chains within the Line Islands and barriers to such viability, including a needs assessment and costing exercise for a small-scale fisheries development and production center to be operated by Central Pacific Producers Limited.

Part 3: Improving seafood toxicology and safety measures in Selected Fisheries

- 3.1 Developing a pollution and seafood toxin assessment and ecosystem management plans for Tarawa Lagoon and coastal ecosystems in Tarawa and Kiritimati, including studies to identify the primary affected fish species and the sources of toxins, and implementing activities identified in such management plans that are within MFMRD's remit.
- 3.2 Developing and carrying out a training and capacity building program for MFMRD technical staff working on seafood toxicology and coastal fisheries seafood safety, including: (a) assessing the capacity needs of such staff to operate the MFMRD laboratories and to implement seafood safety schemes; and (b) designing and carrying out a capacity building and training program to meet the assessed capacity needs.
- 3.3 (a) carrying out a feasibility study for designing and constructing two MFMRD laboratories on seafood toxicology and coastal fisheries research; and, (b) if determined to be feasible and following partial implementation of the training and capacity building program under Part 3.2 of the Project, designing, constructing and equipping the MFMRD laboratories.
- 3.4 Enhancing the Recipient's seafood safety legal and regulatory framework including by drafting: (a) a seafood safety policy; (b) amendments to relevant fisheries and food safety legislation to incorporate seafood safety measures; and (c) legislation to support implementation of the seafood safety scheme.
- 3.5 Developing a national seafood safety scheme for selected fish and shellfish species consumed domestically or exported, including: (a) designing and carrying out risk assessments; (b) developing guidance and advisory materials; (c) costing and developing a business model for operation of the seafood safety scheme; (d) developing promotional and awareness raising materials; (e) developing a staffing structure and work program for operation of the seafood safety scheme; and (f) developing protocols and procedures for new MFMRD laboratories.

Part 4: Delivering effective project management

Providing operational and technical assistance to the Project Management Unit and Ministry of Finance and Economic Development on Project management and implementation, including planning, reporting and auditing.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

Project Steering Committee

1. The Recipient shall, by no later than two (2) months after the Effective Date, (or such other date which the Association has confirmed in writing to the Recipient is reasonable and acceptable under the circumstances, as determined by the Association in its sole discretion), establish and thereafter maintain, throughout the Project implementation period, a steering committee for the Project chaired by its secretary at the time responsible for fisheries (or their designee), and comprising of, *inter alia*, representatives of the Kiribati Fiduciary Services Unit, the Office of the Attorney-General, MFMRD, MFED, MELAD, MLPID and MHMS, which shall be responsible for providing general oversight and coordination as well as strategic direction and guidance of the Project implementation.

Project Management Unit

2. The Recipient shall maintain, throughout the Project implementation period, the Project Management Unit within the Ministry of Fisheries and Marine Resource Development, with a mandate, composition and resources satisfactory to the Association, which shall be responsible for day to day implementation of the Project, with support from the Kiribati Fiduciary Services Unit.
3. Without limitation to the generality of Section I.A.2 above, the Recipient shall ensure that the Project Management Unit includes the following minimum personnel, or is supported by personnel with such expertise from the Kiribati Fiduciary Services Unit, throughout the Project implementation period: (i) Project manager; (ii) Project accountant (iii) monitoring and evaluation officer; (iv) procurement officer; (v) stakeholder engagement and safeguards officer; (vi) gender officer; and (vii) Kiritimati operations officer, each with terms of reference, qualifications and experience satisfactory to the Association.
4. The Recipient shall ensure that it provides the Project Management Unit and the Kiribati Fiduciary Services Unit with adequate funds and other resources, mandate/functions, and with qualified and experienced personnel in adequate numbers, as shall be necessary to accomplish the Project objective as further detailed in the Project Operations Manual.

B.

C. Project Operations Manual

1. By not later than two (2) months after the Effective Date (or such other date which the Association has confirmed in writing to the Recipient is reasonable and acceptable under the circumstances, as determined by the Association in its sole discretion), the Recipient shall:
 - (a) prepare and furnish to the Association, for its review and no-objection, a Project operations manual, which shall set forth detailed arrangements and procedures for the implementation of the Project including: (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 Safeguards Instruments; (iv) process for selecting the selected outer islands within the Gilbert Islands supported under Part 2.3 of the Project (iv) budgeting, disbursement, auditing and financial management arrangements; (v) Project monitoring, reporting, evaluation and communication arrangements; and (vi) 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 objectives (“Project Operations Manual”);
 - (b) afford the Association a reasonable opportunity to review the proposed Project Operations Manual; and
 - (c) adopt the Project Operations Manual as accepted by the Association.
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.
3. In the event of any conflict between the provisions of the Project Operations Manual and those of this Agreement, the provisions of this Agreement shall prevail.

D. Annual Work Plans and Budgets

1. The Recipient shall: (a) prepare and provide to the Association, by not 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), for the Association’s review and approval, a draft

Annual Work Plan and Budget, which shall: (i) list all activities (including Operating Costs and Training and Workshops) proposed to be included in the Project for the Recipient's following fiscal year; (ii) provide a budget for their financing; and (iii) describe the measures and actions taken or planned to be taken in accordance with the provisions of Section I.D of this Schedule 2; (b) afford the Association with a reasonable opportunity to review the draft Annual Work Plan and Budget; and (c) adopt the Annual Work Plan and Budget as approved by the Association.

2. The Recipient shall ensure that the Project is implemented in accordance with the Annual Work Plans and Budgets approved by the Association for the respective fiscal year; provided, however, that in case of any conflict between the Annual Work Plans and Budgets and the provisions of this Agreement, the provisions of this Agreement shall prevail.
3. Annual Work Plans and Budgets may be revised, as needed, during the implementation of the Project subject to the Association's prior written approval.

E. Safeguards

1. The Recipient shall ensure that:
 - (a) the Project is carried out with due regard to appropriate health, safety, social, and environmental practices and standards, and in accordance with the Safeguards Instruments;
 - (b) for each activity under the Project for which the ESMF and the RPF provide for the preparation of an ESIA, an ESMP and/or a RAP:
 - (i) such ESIA, ESMP and RAP, as appropriate, are: (A) prepared and disclosed in accordance with the ESMF and the RPF, respectively; (B) consulted upon adequately with people affected by the Project as per the ESMF and the RPF, respectively, and submitted to the Association for review and approval; and (C) thereafter adopted, prior to implementation of the activity; and
 - (ii) such measures as shall be necessary or appropriate to ensure compliance with the requirements of such ESIA, ESMP and/or RAP are taken in a manner satisfactory to the Association;
 - (c) all measures are taken to implement the RAPs in a manner and timeframe satisfactory to the Association. To this end, the Recipient shall ensure that:

- (i) funds are made available to cover all the costs of implementing the RAPs;
 - (ii) prior to carrying out activities which involve displacement, Affected Persons shall be compensated at full replacement cost, resettled and provided with assistance in accordance with the RAPs, as applicable; and
 - (iii) the implementation, monitoring and evaluation of such RAPs is completed and reported in a manner satisfactory to the Association.
- 2. The Recipient shall ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors, and subcontractors and any supervising entities to: (a) comply with the relevant aspects of Safeguard Instruments; (b) adopt and implement measures to assess and manage the risks and impacts of labor influx and workers' camps; (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.
- 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 the applicable Safeguards Policies and EHS Guidelines.
- 4. The Recipient shall ensure that:
 - (a) all monitoring, control and surveillance activities carried out by the Recipient under the Project shall be under the control of a civilian fisheries officer or another civilian agency of the Recipient acceptable to the Association, and shall be carried out under terms of reference acceptable to the Association;
 - (b) in accordance with Section 5.06 of the General Conditions, all goods, works, services, and Operating Costs for fisheries monitoring, control and surveillance activities financed out of the proceeds of the Financing are used exclusively for the purposes of the Project, and not for any

military purpose, or for any criminal investigation, prosecution or proceedings, or for any other purposes unrelated to the objectives of the Project, except that the MFMRD may conduct fisheries-priority joint missions in conjunction with other agencies of the Recipient's Government or civilian contractors for the joint purpose of enforcing the Recipient's laws relating to human, drug and wildlife trafficking or the environment, in accordance with the provisions of this Section I.D.4 of Schedule 2 to this Agreement;

- (c) goods procured using the proceeds of the Financing shall not include arms or ammunition;
- (d) each surveillance mission carried out by the Recipient shall be governed by detailed protocols prepared in accordance with terms of reference satisfactory to the Association, providing, *inter alia*, that: (i) the mission is a fisheries-priority mission and the mission task is duly recorded and documented prior and subsequent to the mission; (ii) where government agencies other than MFMRD or any civilian contractors are involved in the mission, memoranda of understanding in a form and substance acceptable to the Association must be concluded between those parties; (iii) the records of the entities involved in such mission are maintained in a manner enabling effective and verifiable compliance with the provisions of this Section I.D.4, and the Association is granted access to these records; (iv) the mission is conducted by personnel who have been properly trained in the operation of any equipment used in the mission, provided that the proceeds of the Financing shall not be used to train any personnel in the use of arms; (v) the mission is under the control of an authorized fisheries officer, but subject to the overarching authority of the master of the vessel, in particular with respect to safety and emergency response; and (vi) where a fisheries priority mission is re-tasked for non-fisheries activities, the authorized fisheries officer on board shall record the change and the duration of the change, and the responsible agency for the non-fisheries task shall maintain a record of such changes in a manner acceptable to the Association; and
- (e) all fisheries monitoring, control and surveillance and related enforcement activities carried out under the Project shall be consistent with Article 73 of the United Nations Convention on the Law of the Sea, specifically that: (i) vessels and their crew arrested in the Recipient's exclusive economic zone shall be promptly released upon the posting a reasonable bond or other security; (ii) penalties imposed by the Recipient for violations of fisheries laws and regulations in the Recipient's exclusive economic zone may not include imprisonment, in the absence of agreements to the contrary by the states concerned, or any other form of corporal punishment; and (iii) in cases of arrest or detention of foreign

vessels, the Recipient shall promptly notify the flag state, through appropriate channels, of the action taken and of any penalties subsequently imposed.

5. Without limitation upon its other reporting obligations under this Agreement, the Recipient shall:
 - (a) take all measures necessary on its part to regularly collect, compile, and submit to the Association, as part of the Project Reports, and promptly in a separate report whenever the Association may require or whenever the circumstances warrant, information on the status of compliance with the Safeguards Instruments, all such reports in form and substance acceptable to the Association, setting out, *inter alia*: (i) the status of implementation of the Safeguards Instruments; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the Safeguards Instruments; and (iii) corrective and preventive measures taken or required to be taken to address such condition;
 - (b) promptly furnish to the Association a copy of each progress report prepared and submitted by any entity (including any engineer) supervising the Project's civil works, the Project's contractors and/or subcontractors; and
 - (c) 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.
6. The Recipient shall ensure that the Project does not include any activities and expenditures on the negative list set forth in the ESMF.
7. Except as the Association shall otherwise agree, the Recipient shall ensure that none of the provisions of the Safeguard Instruments is abrogated, amended, repealed, suspended or waived. In case of any inconsistencies between the provisions of any of the Safeguard Instruments and the provisions of this Agreement, the provisions of this Agreement shall prevail.
8. The Recipient shall maintain, throughout the Project implementation period, and publicize the availability of a grievance redress 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.

Section II. Project Monitoring, Reporting and Evaluation

Project Report

1. The Recipient shall furnish to the Association each Project Report not later than forty-five (45) days after the end of each calendar semester, covering the calendar semester.

Mid-Term Review

2. The Recipient shall carry out, jointly with the Association, not later than three (3) years after the Effective Date, or such other period as may be agreed with the Association, a mid-term review of the Project (“Mid-Term Review”) to assess the status of Project implementation, as measured against Project indicators acceptable to the Association, and compliance with the legal covenants included or referred to in this Agreement. Such review shall include an assessment of the following: (a) overall progress in implementation; (b) results of monitoring and evaluation activities; (c) progress on procurement and disbursement; (d) progress on implementation of safeguards measures; (e) implementation arrangements and Project staff turnover; and (f) the need to make any adjustments to the Project to improve performance. To this end, the Recipient shall:

- (i) prepare and furnish to the Association, at least one (1) month before the date of the Mid-Term Review, a report, in scope and detail satisfactory to the Association and integrating the results of the monitoring and evaluation activities performed pursuant to Section II.1 of this Schedule 2 and the General Conditions, on the progress achieved in the carrying out of the Project during the period preceding the date of such report and setting out the measures recommended to ensure the efficient carrying out of the Project and the achievement of the objectives thereof; and
- (ii) review, jointly with the Association, the report referred to in the preceding paragraph and thereafter take all measures required to ensure the efficient completion of the Project and the achievement of the objectives thereof, based on the conclusions and recommendations of such report and the Association’s views on the matter.

Section III. Withdrawal of the Proceeds of the Financing

A. General

Without limitation upon the provisions of Article II of the General Conditions and in accordance with the Disbursement and Financial Information Letter, the Recipient may withdraw the proceeds of the Financing to: (a) finance Eligible Expenditures; and (b) repay the Preparation Advance; in the amount allocated

and, if applicable, up to the percentage set forth against each Category of the following table:

Category	Amount of the Grant Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, works, non-consulting services, Training and Workshops, Operating Costs and consulting services for Parts 1.1, 2, 3 and 4 of the Project	12,200,000	100%
(2) Goods, works, non-consulting services, Training and Workshops, Operating Costs and consulting services for Part 1.2 of the Project	1,270,000	100%
(3) Refund of Preparation Advance	730,000	Amount payable pursuant to Section 2.07 (a) of the General Conditions
TOTAL AMOUNT	14,200,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made for:
 - (a) payments made prior to the Signature Date; or
 - (b) Eligible Expenditures under Category (2), unless and until the Association is satisfied that the Recipient's fisheries laws and regulations are consistent with Article 73 of the United Nations Convention on the Law of the Sea.
2. The Closing Date is June 30, 2026.

APPENDIX

Section I. Definitions

1. “Affected Person” means a person or entity who, on account of the execution of the Project, has experienced or would experience direct economic and social impacts caused by: (i) the involuntary taking of land resulting in: (A) relocation or loss of shelter; (B) loss of assets or access to assets; or (C) loss of income sources or means of livelihood, whether or not such person must move to another location; or (ii) the involuntary restriction of access to legally designated parks and protected areas, resulting in adverse impacts on the livelihood of such person; and, “Affected Persons”, means more than one such Affected Person.
2. “Annual Work Plan and Budget” means an annual work plan and budget for the Project prepared in accordance with the provisions of Section I.C.1 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. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
5. “Coastal Fisheries Division” means the division of the Ministry of Fisheries and Marine Resources Development responsible for coastal fisheries.
6. “Convention for the Conservation and Management of Highly Migratory Fish Stocks in the Western and Central Pacific Ocean” means the multilateral treaty which came into force on June 19, 2004 and provides, *inter alia*, a regulatory framework for long-term conservation and sustainable use of highly migratory fish stocks in the western and central Pacific Ocean.
7. “EHS Guidelines” means the World Bank Group Environmental, Health and Safety Guidelines published on www.ifc.org/ehsguidelines, as said guidelines are updated from time to time.
8. “Environmental and Social Impact Assessment” or “ESIA” means any environmental and social impact assessment to be prepared by the Recipient under the Project pursuant to the provisions of Section I.D.1(b)(i) of Schedule 2 to this Agreement, in accordance with the procedures and requirements under the ESMF, satisfactory to the Association, which details potential environmental and social risks and adverse impacts associated with any Project activities, together

with an environmental and social management plan defining measures to manage such risks and impacts, procedural, budget and institutional arrangements and actions needed to implement these measures and including any schedules to such assessment.

9. “Environmental and Social Management Framework” or its acronym “ESMF” means the document titled “Kiribati: Pacific Islands Regional Oceanscape Program Environmental and Social Management Framework” prepared and adopted by the Recipient, satisfactory to the Association, dated January 2020, disclosed in-country, and on the Association’s website on January 22, 2020, setting out the principles, rules, guidelines and procedures to screen and assess the potential adverse environmental and social risks and impacts (including health and safety issues) of Project activities, adopt measures to avoid, reduce, mitigate or offset environmental and social adverse risks and impacts, procedural, budget and institutional arrangements and actions needed to implement these measures, and information on the agency or agencies responsible for addressing the Project’s risks and impacts; as well as for the preparation of ESMPs; including any schedules to such framework, as said framework may be amended from time to time with the Association’s prior written agreement.
10. “Environmental and Social Management Plan” or its acronym “ESMP” means any environmental and social management plan to be prepared by the Recipient under the Project pursuant to the provisions of Section I.D.1(b)(i) of Schedule 2 to this Agreement, in accordance with the procedures and requirements under the ESMF, satisfactory to the Association, which details (a) the measures to be taken during the implementation and operation of the Project to avoid, minimize, mitigate or offset adverse environmental and social impacts (including health and safety issues), or to reduce them to acceptable levels, and (b) the actions needed to implement these measures, as said instrument may be amended from time to time with the Association’s prior written agreement; including any schedules to such plan; and “ESMPs” means, collectively, all such ESMPs.
11. “FAO Port State Measures Agreement” means the Agreement on Port State Measures to Prevent, Deter and Eliminate Illegal, Unreported and Unregulated Fishing approved by the Food and Agriculture Organization of the United Nations Conference on November 22, 2009 at the Thirty-sixth Session of the Food and Agriculture Organization of the United Nations.
12. “General Conditions” means the “International Development Association General Conditions for IDA Financing, Investment Project Financing”, dated December 14, 2018.
13. “Kiribati Fiduciary Services Unit” means the Kiribati Fiduciary Services Unit established by the Recipient within the Ministry of Finance and Economic Development.

14. “Kiritimati Island Marine Aquarium Trade Management Plan 2017” means the Recipient’s fishery plan for the marine aquarium trade industry in Kiritimati prepared in accordance with section 5 of the *Fisheries Act 2010* titled ‘Kiritimati Island Marine Aquarium Trade Management Plan 2017’.
15. “Large-Scale Oceanic Fisheries” means fisheries for Highly Migratory Fish Stocks in the Western Central Pacific Ocean, as that term is defined in the Convention for the Conservation and Management of Highly Migratory Fish Stocks in the Western and Central Pacific Ocean.
16. “Longline Vessels” means vessels using longline fishing equipment as the term ‘longline’ is defined in the International Standard Statistical Classification of Fishery Vessels - Simplified Classification of Fishing Vessels by Vessel Types, Code 7.2.0 and 7.2.1 (Food and Agriculture Organization of the United Nations).
17. “Ministry of Environment, Lands and Agriculture Development” or “MELAD” means the Recipient’s ministry responsible for environment, land and agriculture development, or any successor thereto.
18. “Ministry of Finance and Economic Development” or “MFED” means the Recipient’s ministry responsible for finance, or any successor thereto.
19. “Ministry of Fisheries and Marine Resources Development” or “MFMRD” means the Recipient’s ministry responsible for fisheries and marine resource development, or any successor thereto.
20. “Ministry of Health and Medical Services” or “MHMS” means the Recipient’s ministry responsible for health, or any successor thereto.
21. “Ministry of Line and Phoenix Island Development” or “MLPID” means the Recipient’s ministry responsible for the development of the Line and Phoenix Islands, or any successor thereto.
22. “Nearshore FAD Fishery” means the multi-species nearshore fish aggregating device fishery in the Recipient’s territory that focuses on neritic tunas as well as tuna associated species.
23. “Office of the Attorney-General” means the Recipient’s office of the Attorney-General, or any successor thereto.
24. “Operating Costs” means reasonable expenditures directly related to the Project, incurred by the Recipient (which expenditures would not have been incurred absent the Project), including consumable materials and supplies, communications services (postage, telephone and internet), media and printing services, advertising expenses, translation and interpretation services, office

space rental and utilities, maintenance of office equipment, operation and maintenance, fuel costs, bank charges required for the Project, administrative support staff, and staff travel, lodging and per diems, but excluding salaries, bonuses, fees and honoraria or equivalent payments of officials of the Recipient's civil service.

25. "Preparation Advance" means the portion of the advance referred to in Section 2.07 (a) of the General Conditions, granted by the Association to the Recipient pursuant to the letter agreement signed on behalf of the Association on May 7, 2018 and on behalf of the Recipient on May 25, 2018.
26. "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.
27. "Project Management Unit" means the unit established by the Recipient within the Ministry of Fisheries and Marine Resources Development.
28. "Project Operations Manual" means the manual to be adopted for the Project in accordance with the provisions of Section I.B.1 of Schedule 2 to this Agreement.
29. "Resettlement Action Plan" or "RAP" means a resettlement action plan to be prepared and adopted by the Recipient in accordance with the RPF, which includes the principles, guidelines, procedures, organizational arrangements and budget to implement the resettlement related activities under the Project, or under Parts of the Project, as said resettlement action plan may be amended from time to time with the prior written agreement of the Association.
30. "Resettlement Policy Framework" or "RPF" means the resettlement policy framework annexed to and forming part of the ESMF, which sets out the resettlement principles, guidelines, organizational arrangements (including consultation and budget), and design criteria for the preparation of RAPs under the Project, including any schedules to such framework; as such framework may be amended from time to time with the prior written agreement of the Association.
31. "Safeguard Instruments" means collectively, the ESMF and RPF, including any ESIA, ESMP, RAP prepared under the ESMF and/or RPF and "Safeguard Instrument" means any of such Safeguards Instruments.
32. "Safeguard Policies" means, the Operational Policies (OPs) and Bank Procedures (BPs) of the Bank, namely OP/BP 4.01 (Environmental Assessment), OP/BP 4.04 (Natural Habitats), OP/BP 4.09 (Pest Management), OP/BP 4.10 (Indigenous Peoples), OP/BP 4.11 (Physical Cultural Resources), OP/BP 4.12

(Involuntary Resettlement), OP/BP 4.36 (Forests), and OP/BP 4.37 (Safety of Dams); they can be found at <https://policies.worldbank.org>.

33. “Select Coastal Fisheries” means artisanal finfish and invertebrate fisheries (being fisheries exploited by I-Kiribati using powered or unpowered vessels less than 12m in length) operating within the nearshore and coastal areas of the Recipient’s territory (being the Internal Waters, Territorial Sea and Archipelagic Waters as those terms are defined under the *Marine Zones (Declaration) Act 2011*).
34. “Selected Fisheries” means Large-Scale Oceanic Fisheries and Select Coastal Fisheries.
35. “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.
36. “Training and Workshops” means activities to be carried out by the Recipient, based on terms of reference acceptable to the Association, for facilitating, conducting, and/or undertaking domestic and overseas training and workshops under the Project, which include the reasonable costs of: training or workshop materials; equipment and venue rental; and per diem, accommodation, and transportation for those attending the training or workshop, and honoraria for trainers.
37. “United Nations Convention on the Law of the Sea” or “UNCLOS” means the international treaty which came into force on November 16, 1994, and provides a regulatory framework for the use of the world’s seas and oceans, *inter alia*, to ensure the conservation and equitable usage of resources and the marine environment and to ensure the protection and preservation of the living resources of the sea.