
CREDIT NUMBER 6828-FJ

Financing Agreement

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

between

REPUBLIC OF FIJI

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

CREDIT NUMBER 6828-FJ

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between REPUBLIC OF FIJI (“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 credit, which is deemed as Concessional Financing for purposes of the General Conditions, in an amount equivalent to thirty-four million eight hundred thousand Special Drawing Rights (SDR 34,800,000) (variously, “Credit” and “Financing”), to assist in financing the project described in Schedule 1 to this Agreement (“Project”).
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section III of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Financing Balance.
- 2.04. The Service Charge is three-fourths of one percent (3/4 of 1%) per annum on the Withdrawn Credit Balance.
- 2.05. The Payment Dates are February 15 and August 15 in each year.
- 2.06. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.

- 2.07. The Payment Currency is Dollar.

ARTICLE III — PROJECT

- 3.01. The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall carry out the Project through the Ministry of Economy (“MOE”) in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

ARTICLE IV — EFFECTIVENESS; TERMINATION

- 4.01. The 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 Economy
Ro Lalabalavu House
370 Victoria Parade
Suva, Fiji; and

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

Facsimile:	E-mail:
679-330-0834	dmu@economy.gov.fj

- 5.03. For purposes of Section 11.01 of the General Conditions: (a) The Association’s address is:

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

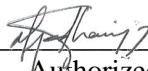
(b) the Association's Electronic Address is:

Telex: Facsimile: E-mail:
248423 (MCI) 1-202-477-6391 cdpngpacific@worldbank.org

AGREED as of the Signature Date.

REPUBLIC OF FIJI


By



Authorized Representative
Name: Aiyaz SAYED-KHAIYUM
Title: Attorney-General and Minister for Economy
Date: 15-Feb-2021

INTERNATIONAL DEVELOPMENT ASSOCIATION

By



Authorized Representative
Name: Paul Vallely
Title: Acting Country Director, PNG and Pacific
Date: 12-Feb-2021

SCHEDULE 1

Project Description

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

The Project consists of the following parts:

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

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

Part 2: Institutional strengthening

- 2.1 (a) Providing technical assistance to design and develop an integrated adaptive social protection strategy for the Recipient and its associated implementation plans, including, *inter alia*, conducting legislative stocktaking review and providing inputs for revisions to the social assistance and employment legislation; conducting modeling and forecasting of disaster-affected population costs for adaptive social protection operations; and carrying out policy dialogue, communications campaign and outreach activities in relation to the adaptive social protection strategy.
- (b) Carrying out activities to strengthen data sharing protocols for data interoperability among the Recipient’s agencies in charge of social protection programs, including, *inter alia*, developing, adopting and implementing a registry data governance framework; and ensuring system interoperability between social protection information systems based on a unique identifier.
- 2.2 (a) Carrying out activities to enhance the delivery systems of the Ministry of Women, Children and Poverty Alleviation (“MWCPA”), including, *inter alia*, conducting a technical report to determine the necessary changes to the Department of Social Welfare’s standard operating procedures to correspond them to the adaptive social protection strategy developed under Part 2.1 of the Project; providing technical assistance to design and develop a grievance redress mechanism focusing on sexual exploitation and abuse and sexual harassment, which shall ensure streamlined processes for linking women and children to social protection services; providing technical assistance to enhance the development of a social assistance management information system and its linkage with other

social protection and disaster risk management systems; implementing a national communication campaign to improve the understanding of gender-based violence issues and raise awareness of the types of available services and related legal rights; and conducting training on adaptive and gender-smart social protection.

(b) Carrying out activities to strengthen the capacity of the National Employment Center (“NEC”), including, *inter alia*, conducting an institutional review of NEC, with particular focus on a review of the existing incentives to register vacancies and jobseekers under NEC, and a rapid process evaluation of the existing programs administered by NEC; developing a management information system to support improved delivery of the employment support programs and services; setting up necessary infrastructure within NEC to accommodate the analysis of labor market data; and conducting training for NEC staff.

(c) Carrying out activities to strengthen the impact and sustainability of the FNPF’s cash transfer programs, including, *inter alia*, conducting a technical report on recommendations for improved targeting of beneficiaries; and conducting a feasibility study, an actuarial assessment and an implementation roadmap for reforms towards a new unemployment benefit scheme to be introduced by the Recipient.

(d) Carrying out activities to strengthen the design and implementation of the MOE’s temporary employment programs and the Ministry of Commerce, Trade, Tourism and Transport (“MCTTT”)’s self-employment programs, including, *inter alia*, conducting a rapid assessment of the Stronger Together intervention and a report incorporating lessons learned and recommendations for subsequent phases of such intervention; developing an operational manual to support the implementation of such subsequent interventions; conducting a rapid assessment of the concessional loan scheme implemented by MCTTT and a report incorporating lessons learned and recommendations; and conducting training for MCTTT staff on improved delivery and monitoring of self-employment and entrepreneurship support programs provided in the context of the COVID-19 response.

2.3 Providing technical and operational assistance to the Recipient on Project management and implementation, including, *inter alia*, carrying out monitoring and evaluation activities, supporting stakeholder engagement activities, maintaining a grievance redress system and improving the coordination and use of data.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

Steering Committee

1. The Recipient shall establish, by not later than one (1) month after the Effective Date (or such other date which the Association has confirmed in writing to the Recipient is reasonable and acceptable under the circumstances, as determined by the Association in its sole discretion), and thereafter maintain, throughout the Project implementation period, a Steering Committee, with a mandate, composition and resources satisfactory to the Association, which shall be responsible for, *inter alia*, providing policy direction and guidance on Project implementation and facilitating the coordination among ministries/agencies, private sector and other stakeholders relevant for Project implementation, all in accordance with further details set forth in the Project Operations Manual.

Ministry of Economy and Project Management Unit

2. The Recipient shall vest responsibility for the overall management and implementation of the Project in MOE, including responsibility for carrying out day-to-day management and implementation of the Project, and coordinating with other government ministries/agencies and relevant stakeholders on all aspects of Project implementation.
3. Without limitation to the generality of Section I.A.2 above, the Recipient shall:
 - (a) establish, by not later than one (1) month after the Effective Date (or such other date which the Association has confirmed in writing to the Recipient is reasonable and acceptable under the circumstances, as determined by the Association in its sole discretion), and thereafter maintain, throughout the Project implementation period, a Project Management Unit within MOE, with a mandate, composition and resources satisfactory to the Association, which shall be: (i) responsible for, *inter alia*, carrying out day-to-day management and implementation of the Project, including, financial management, procurement, environmental and social management, monitoring and evaluation, and supporting coordination, reporting and communication of Project activities; and (ii) composed of, at a minimum, a Project manager, a financial management specialist, a procurement specialist, a technical coordinator from each of MEPIR, MWCPA, MCTTT and FNPF, and, but only from the date referred to in

paragraph (b) immediately below, a social protection specialist and a Project officer, each with terms of reference, qualifications and experience satisfactory to the Association; and

- (b) recruit or appoint, by not later than three (3) 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), a social protection specialist and a Project officer, each with terms of reference, qualifications and experience satisfactory to the Association, within the Project Management Unit.

B. Cash Transfers under Part 1 of the Project

Cash Transfer Agreement

1. By not later than three (3) 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, through MOE, shall enter into an agreement, under terms and conditions approved by the Association, with FNPF, to reflect their respective roles and responsibilities in relation to the Cash Transfers under Part 1 of the Project (“Cash Transfer Agreement”). To this end, the Recipient shall obtain rights adequate to protect its interests and those of the Association, including, *inter alia*, the right to:
 - (a) obtain a refund of all or any part of the amount of the Cash Transfers then withdrawn, upon FNPF’s failure to perform any of its obligations under the Cash Transfer Agreement; and
 - (b) require FNPF to:
 - (i) carry out activities in relation to the Cash Transfers with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the Association, including in accordance with the provisions of the Anti-Corruption Guidelines applicable to recipients of credit proceeds other than the Recipient and the Cash Transfer Operations Manual;
 - (ii) provide, promptly as needed, the resources required for the purpose;
 - (iii) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the

Association, the progress of the activities in relation to the Cash Transfers and the achievement of its objectives;

- (iv) (A) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Association, both in a manner adequate to reflect the operations, resources and expenditures related to the Cash Transfers; and (B) at the Association's or the Recipient's request, have such financial statements audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association, and promptly furnish the statements as so audited to the Recipient and the Association;
 - (v) enable the Recipient and the Association to inspect the activities in relation to the Cash Transfers, its operation and any relevant records and documents; and
 - (vi) prepare and furnish to the Recipient and the Association all such information as the Recipient or the Association shall reasonably request relating to the foregoing.
2. The Recipient shall exercise its rights and perform its obligations under the Cash Transfer Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the Cash Transfer Agreement or any of its provisions.

Cash Transfer Operations Manual

3. By not later than three (3) 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 Cash Transfer Operations Manual, which shall set forth, *inter alia*, detailed arrangements and procedures in relation to Cash Transfers under Part 1 of the Project, including: (i) the eligibility criteria and procedures for the verification of the Beneficiaries and the amounts of the Cash Transfers; (ii) detailed procedures and arrangements for the payment systems; (iii) financial management, accounting and auditing requirements; (iv) Personal Data collection and processing; (v) documentation and information management; (vi) monitoring and evaluation; (vii)

mechanisms for verification of compliance of Cash Transfers; (viii) grievance redress mechanism; and (ix) any other administrative, financial, technical and organizational arrangements and procedures as shall be necessary for the implementation of the Cash Transfers (“Cash Transfer Operations Manual”);

- (b) afford the Association a reasonable opportunity to review the proposed Cash Transfer Operations Manual; and
 - (c) adopt the Cash Transfer Operations Manual as accepted by the Association.
4. The Recipient shall thereafter ensure that the Project is carried out in accordance with the Cash Transfer Operations Manual, and except as the Association may otherwise agree in writing, the Recipient shall not amend or waive, or permit to be amended or waived, any provision of the Cash Transfer Operations Manual.
 5. In case of any inconsistencies between the provisions of the Cash Transfer Operations Manual and those of this Agreement, the provisions of this Agreement shall prevail.

Provision of Cash Transfers

6. To facilitate the carrying out of Part 1 of the Project, the Recipient shall make Cash Transfers through FPNP to the Beneficiaries in accordance with the eligibility criteria and procedures acceptable to the Association and as further detailed in the Cash Transfer Operations Manual and the Cash Transfer Agreement.
7. Each Cash Transfer shall be made in an amount acceptable to the Association, and the Recipient shall ensure that the amount of Cash Transfer is paid for its intended Beneficiary.

C. Inter-Agency Arrangement under Part 2 of the Project

1. To facilitate the carrying out of Part 2 of the Project, the Recipient shall, by not later than three (3) 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), ensure that MOE, MWCPA, MEPIR, MCTTT and FPNP enter into a memorandum of understanding (“Memorandum of Understanding”), in form and substance satisfactory to the Association, setting forth the cooperation, roles and responsibilities of each party with respect to the implementation of Part 2 of the Project, which shall include arrangements regarding, *inter alia*, the nomination of technical coordinators to the Project Management Unit; protocols for data collection and sharing; asset management; and monitoring and evaluation.

2. The Recipient shall exercise its rights and perform its obligations under the Memorandum of Understanding in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the Memorandum of Understanding or any of its provisions.

D. Project Operations Manual

1. By not later than three (3) 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, *inter alia*, the following detailed arrangements and procedures for the implementation of the Project (except for the detailed arrangements and procedures with respect to the Cash Transfers under Part 1 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 (“ESCP”) and the environmental and social instruments; (iv) budgeting, disbursement, financial management and auditing arrangements; (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 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 case of any inconsistencies between the provisions of the Project Operations Manual and those of this Agreement, the provisions of this Agreement shall prevail.

E. Annual Work Plans and Budgets

1. The Recipient shall prepare and furnish to the Association, by not later than three (3) months after the Effective Date and July 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 no-objection, an Annual Work Plan and Budget, which shall include, *inter alia*: (a) list all activities (including Cash Transfers, Operating Costs, and Training and Workshops) 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.F 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.

F. 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 Section I.F.1 above, the Recipient shall ensure that the Project is implemented in accordance with the ESCP, in a manner acceptable to the Association. To this end, the Recipient shall ensure that:
 - (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, as 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.

4. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
5. 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.
6. 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.

Section II. Project Monitoring, Reporting and Evaluation

Project Reports

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. 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.

Mid-Term Review

2. The Recipient shall carry out, jointly with the Association, not later than eighteen (18) months 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 the 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 environmental and social 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 finance Eligible Expenditures in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

Category	Amount of the Credit Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Cash Transfers under Part 1 of the Project	31,300,000	100%
(2) Goods, non-consulting services, consulting services,	3,500,000	100%

Operating Costs and Training and Workshop for Part 2 of the Project		
TOTAL AMOUNT	34,800,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made:
 - (a) for payments made prior to the Signature Date, except that withdrawals up to an aggregate amount not to exceed twenty-three million two hundred thousand Special Drawing Rights (SDR 23,200,000) may be made for payments made prior to this date but on or after March 26, 2020, for Eligible Expenditures under Category (1); or
 - (b) under Category (1) unless and until the Association has received evidence to its satisfaction that: (i) the Cash Transfer Agreement between the Recipient, through MOE, and FNPF has been duly executed in accordance with the provisions of Section I.B.1 of this Schedule 2; and (ii) the Recipient has adopted the Cash Transfer Operations Manual in accordance with the provisions of Section I.B.3 of this Schedule 2.
2. The Closing Date is July 31, 2024.

Section IV. Other Undertakings

1. The Recipient shall ensure that the collection, use and processing (including transfers to third parties) of any Personal Data collected under this Project shall be done in accordance with the requirements and procedures set forth in the Cash Transfer Operations Manual and the Project Operations Manual, and ensuring legitimate, appropriate, and proportionate treatment of such data.

SCHEDULE 3

Repayment Schedule

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each February 15 and August 15:	
commencing February 15, 2031 to and including August 15, 2040	1%
commencing February 15, 2041 to and including August 15, 2060	2%

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

APPENDIX

Definitions

1. “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.E 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. “Beneficiary” means a member of FNPF who is eligible to receive a Cash Transfer under Part 1 of the Project in accordance with the eligibility criteria, procedures and other requirements described in Section I.B of Schedule 2 to this Agreement, the Cash Transfer Operations Manual and the Cash Transfer Agreement; and “Beneficiaries” means, collectively, all such Beneficiaries.
4. “Cash Transfer” means a cash payment made out of the proceeds of the Financing through FNPF to a Beneficiary under Part 1 of the Project, in accordance with the provisions of Section I.B of Schedule 2 to this Agreement, the Cash Transfer Operations Manual and the Cash Transfer Agreement; and “Cash Transfers” means, collectively, all such cash payments.
5. “Cash Transfer Agreement” means the agreement between the Recipient, through MOE, and FNPF, for the purpose of carrying out activities under Part 1 of the Project, referred to in Section I.B.1 of Schedule 2 to this Agreement, as such agreement may be revised from time to time with prior approval in writing of the Association, and such term includes any schedules or annexes to such agreement.
6. “Cash Transfer Operations Manual” means the Recipient’s manual, referred to in Section I.B.3 of Schedule 2 to this Agreement, in form and substance satisfactory to the Association, to be adopted by the Recipient in accordance with the provisions of the said section; as said manual may be modified from time to time with prior approval in writing of the Association, and such term includes any schedules or annexes to the manual.
7. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
8. “COVID-19” means the coronavirus disease caused by the 2019 novel coronavirus (SARS-CoV-2).

9. “Department of Social Welfare” means the Department of Social Welfare under MWCPA, or any successor thereto.
10. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated January 11, 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.
11. “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”; (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Association.
12. “Fiji National Provident Fund” or “FNPF” means the Recipient’s Fiji National Provident Fund, a corporate body established and operating pursuant to the Recipient’s Fiji National Provident Fund Act 2011, as such act may be amended from time to time.
13. “General Conditions” means the “International Development Association General Conditions for IDA Financing, Investment Project Financing”, dated December 14, 2018 (revised on August 1, 2020).
14. “Memorandum of Understanding” means the memorandum of understanding between MOE, MWCPA, MEPIR, MCTTT and FNPF for the purpose of carrying out activities under Part 2 of the Project, referred to in Section I.C.1 of Schedule 2 to this Agreement, as such memorandum of understanding may be revised from time to time with prior approval in writing of the Association, and such term includes any schedules or annexes to such memorandum of understanding.

15. “Mid-Term Review” means a mid-term review of the Project referred to in Section II.2 of Schedule 2 of this Agreement.
16. “Ministry of Commerce, Trade, Tourism and Transport” or “MCTTT” means the Recipient’s Ministry of Commerce, Trade, Tourism and Transport, or any successor thereto.
17. “Ministry of Economy” or “MOE” means the Recipient’s Ministry of Economy, or any successor thereto.
18. “Ministry of Employment, Productivity and Industrial Relations” or “MEPIR” means the Recipient’s Ministry of Employment, Productivity and Industrial Relations, or any successor thereto.
19. “Ministry of Women, Children and Poverty Alleviation” or “MWCPA” means the Recipient’s Ministry of Women, Children and Poverty Alleviation, or any successor thereto.
20. “National Employment Centre” or “NEC” means the Recipient’s National Employment Centre, established and operating pursuant to the Recipient’s National Employment Centre Act 2009, as such act may be amended from time to time.
21. “Operating Costs” means the reasonable incremental expenses incurred by the Recipient on account of the implementation, management and monitoring and evaluation of the Project, based on the Annual Work Plans and Budgets accepted ex-ante by the Association, including rental of office space, bank charges, communications, advertising costs, utilities, stationery, vehicle operation, maintenance, insurance and transportation costs, consumable materials and supplies, printing services, translation and interpretation services, audit fees, and staff travel, lodging and per diems, but excluding salaries, fees, honoraria, bonuses, and any other salary supplements of any of the Recipient’s civil servants.
22. “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.
23. “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.

24. “Project Management Unit” means the Project’s management unit, to be established and maintained by the Recipient pursuant to Section I.A.3 of Schedule 2 to this Agreement.
25. “Project Operations Manual” means the Recipient’s manual, referred to in Section I.D.1 of Schedule 2 to this Agreement, in form and substance satisfactory to the Association, to be adopted by the Recipient in accordance with the provisions of the said section; as said manual may be modified from time to time with prior approval in writing of the Association, and such term includes any schedules or annexes to the manual.
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. “Steering Committee” means the Project’s steering committee, to be established and maintained by the Recipient pursuant to Section I.A.1 of Schedule 2 to this Agreement.
28. “Stronger Together” means the Stronger Together Jobs Support Scheme, a hiring subsidy programme to incentivize employers to create employment for out-of-work Fijians, announced by the Minister for Economy as part of the COVID-19 unemployment assistance of the Recipient’s government.
29. “Training and Workshops” means the reasonable costs of training and workshop activities under the Project, based on the Annual Work Plans and Budgets accepted ex-ante by the Association, including preparation and reproduction of training materials, rental of facilities, reasonable transportation costs, per diem of trainers and trainees (if applicable), and any other expenses directly related to course preparation and implementation.