Amended and Restated Financing Agreement

(The Pacific Islands Regional Oceanscape Program Project)

between

REPUBLIC OF THE MARSHALL ISLANDS

and

INTERNATIONAL DEVELOPMENT ASSOCIATION
AGREEMENT dated as of the Signature Date between REPUBLIC OF THE MARSHALL ISLANDS ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association").

WHEREAS (A) pursuant to a Financing Agreement dated June 26, 2015 between the Recipient and the Association ("Original Financing Agreement"), the Association extended to the Recipient a grant in an amount equivalent to four million six hundred thousand Special Drawing Rights (SDR 4,600,000) ("Financing"), to assist in financing the project described in Schedule 1 to said Agreement ("Original Project"), on the terms and conditions set out in said agreement and in a Project Agreement of same date between the Association and Marshall Islands Marine Resources Authority (variously, "MIMRA" and "Project Implementing Entity") ("Original IDA Project Agreement");

(B) pursuant to a Global Environment Facility ("GEF") Grant Agreement of same date between the Recipient and the International Bank for Reconstruction and Development ("World Bank"), acting as an Implementing Agency of the GEF ("GEF Grant Agreement"), the World Bank extended to the Recipient a grant (GEF Grant Number TF018606) in an amount equal to one million eight hundred thirty thousand Dollars ($1,830,000) ("GEF Grant") to assist in the financing of the Original Project, on the terms and conditions set out in said agreement and in a Project Agreement of same date between the World Bank and MIMRA ("GEF Project Agreement"); and

(C) the Recipient has requested the Association and the World Bank to agree to restructure the Original Project to: (i) incorporate a stronger focus on the Recipient's outer islands, coastal habitat health and coastal and marine pollution management; and (ii) address implementation challenges under the Original Project; all in order to facilitate the achievement of the Original Project's objective; and

WHEREAS the Association and the World Bank are willing, on the basis, inter alia, of the foregoing, to proceed with said restructuring on terms and conditions to be agreed with the Recipient and MIMRA, by amending, respectively: (1) the Original Financing Agreement and the Original IDA Project Agreement (said agreement, as so amended, referred to as "Amended and Restated IDA Project Agreement"); and (2) the GEF Grant Agreement and the GEF Project Agreement.
NOW THEREFORE the Recipient and the Association hereby agree to amend and restate the Original Financing Agreement, to read as one consolidated text as follows (variously, "Agreement" and "Amended and Restated Financing Agreement"):

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

1.01. The General Conditions (as defined in the Appendix to this Agreement) constitute an integral part of this Agreement.

1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

ARTICLE II — FINANCING

2.01. The Association agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant in an amount equivalent to four million six hundred thousand Special Drawing Rights (SDR 4,600,000) ("Grant" or "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 IV of Schedule 2 to this Agreement.

2.03. The Maximum Commitment Charge Rate payable by the Recipient on the Unwithdrawn Financing Balance shall be one-half of one percent (1/2 of 1%) per annum.

2.04. The Payment Dates are January 15 and July 15 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 and the Pacific Islands Regional Oceanscape Program. To this end, the Recipient shall cause the Project to be carried out by MIMRA in accordance with the provisions of Article IV of the General Conditions and the Project Agreement.
3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Recipient and the Association shall otherwise agree, the Recipient shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

ARTICLE IV — REMEDIES OF THE ASSOCIATION

4.01. The Additional Event of Suspension consists of the following, namely that Project Implementing Entity’s Legislation has been amended, suspended, abrogated, repealed or waived in a manner that is not compatible with international law, specifically 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 or of MIMRA to perform any of their respective obligations under this Agreement or the Project Agreement (as applicable).

ARTICLE V — EFFECTIVENESS OF AMENDED AND RESTATED FINANCING AGREEMENT

5.01. This Amended and Restated Financing Agreement shall enter into effect on the latest of the following dates ("Amendment Effective Date"):

(a) the date as of which it has been executed on behalf of both parties hereto;

(b) the date as of which the Amended and Restated IDA Project Agreement has been executed on behalf of both parties thereto;

(c) the date as of which the GEF Grant Agreement has been amended as described in the Preamble hereto, and has been executed on behalf of both parties thereto;

(d) the date as of which the GEF Project Agreement has been amended as described in the Preamble hereto, and has been executed on behalf of both parties thereto; and

(e) the date as of which the Subsidiary Agreement has been amended in accordance with Section I.A of Schedule 2 to this Agreement.
ARTICLE VI — REPRESENTATIVE; ADDRESSES

6.01. The Recipient’s Representative is its Minister of Finance.

6.02. The Recipient’s Address is:

Ministry of Finance
P.O. Box D,
Majuro
Republic of the Marshall Islands 96960

Facsimile:
692-625-3607

6.03. The Association’s Address is:

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

Cable: Telex: Facsimile:
INDEVAS 248423 (MCI) 1-202-477-6391
Washington, D.C.
AGREED as of the Signature Date.

REPUBLIC OF THE MARSHALL ISLANDS

By

[Signature]
Authorized Representative

Name: Alfred Alfred, Jr.
Title: Minister of Finance
Date: 20-3-2020

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

[Signature]
Authorized Representative

Name: Michel Kerf
Title: Country Director, PNG & Pacific Islands
Date: 19-Mar-2020
SCHEDULE 1

Project Description

The objective of the Project is to strengthen the shared management of selected Pacific island oceanic and coastal fisheries, and the critical habitats upon which they depend.

The Project constitutes the first phase of the Pacific Islands Regional Oceanscape Program, and consists of the following parts:

Part 1. Sustainable Management of Oceanic Fisheries

Carrying out of a program of activities aimed at strengthening MIMRA’s capacity to manage its shared tuna fisheries sustainably, such program to comprise:

(a) provision of technical assistance to enhance surveillance and enforcement of fisheries management, including training in fisheries legislation;

(b) professional development and training of MIMRA’s staff in economic analysis, investment appraisal, negotiation strategies and increased participation in regional and national negotiations;

(c) carrying out of a strategic and functional review of MIMRA’s operations;

(d) acquisition of hardware and software to support real-time monitoring of fishing activity by observers;

(e) development of seafood safety legislation, standards and operating procedures designed to enable MIMRA to serve as the competent authority to certify compliance of fish products exported from the Recipient’s territory with importer legislative requirements;

(f) expansion of the Recipient’s national observer program, through: (i) increasing the number of observers and debriefers trained and certified in accordance with Pacific Islands Regional Fisheries Observer standards; and (ii) operation of joint observer management offices;

(g) (i) expansion of MIMRA’s fisheries information management system, and improvement of the information technology facilities supporting this system,
including provision of hardware, software and bandwidth required therefore; (ii) integration of new data sources into its vessel monitoring system; and (iii) provision of equipment for enhanced maritime communication.

Part 2. Sustainable Management of Coastal Fisheries

Carrying out of a program of activities aimed at strengthening the management of coastal fisheries, such program to comprise:

(a) a national level program of activities for targeted coastal fisheries, including:

(i) formulation of fishery management plans and regulations for the Recipient’s territory;

(ii) implementation of the Recipient’s regulations aimed at controlling the harvest and export of sea cucumbers, marine ornamental species and other targeted fisheries;

(iii) expansion of MIMRA’s aquaculture program, through the: (A) construction of an intake pipe from ocean-side to bring fresh sea water into its facility; (B) development of a pilot sponge aquaculture program, in cooperation with a local cooperative; and (C) strengthening of MIMRA’s research and quarantine capabilities;

(iv) development of industry and community awareness of sound coastal fisheries management through: (A) enhancing public accessibility to fisheries information on MIMRA’s website; (B) strengthening information sharing between national and local governments on fishing activities; (C) enhancing local government awareness of national coastal fisheries policies and plans;

(v) carrying out of a program of training, including: (i) on-going operational training in monitoring, control and surveillance of coastal fishing at national and local levels; (ii) training in marine resources management; and (iii) development of a data sharing policy and provision of training to local government staff in data collection;

(vi) development of a coastal fisheries pollution management program comprising: (A) a comprehensive assessment of pollution load, adverse impacts on fish and human health, and main pollution sources affecting
coastal fisheries, and recommendations of viable actions to reduce this pollution; and (B) initiation of these actions; and

(b) a stake-holder level program of activities for targeted coastal fisheries, including:

(i) carrying out of a program of technical assistance and training to enhance coastal fisheries management in the Recipient’s outer islands and Majuro, comprising: (A) expansion to the outer islands of the Recipient’s fish collection and marketing program consisting of providing equipment and fishing gear to small-scale fishers and purchasing their catch for resale; and (B) provision of technical assistance and ocean-side fish aggregating devices to local governments and communities to maximize benefits from conservation programs through alternative livelihood activities; and

(ii) provision of a medium-sized vessel to support resource assessments and management.

Part 3. National Program Management, Monitoring and Evaluation

Strengthening of MIMRA’s Project management and implementation capacity, including for financial management and procurement administration, monitoring and evaluation and safeguards oversight.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Subsidiary Agreement

1. To facilitate the carrying out of the Project, the Recipient has made the proceeds of the Financing available to MIMRA, on grant terms, under a subsidiary agreement between the Recipient and MIMRA. The Recipient shall amend said subsidiary agreement under terms and conditions approved by the Association, in order to ensure the proper implementation of the Project as restructured under this Amended and Restated Financing Agreement ("Subsidiary Agreement").

2. The Recipient shall exercise its rights under the Subsidiary 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 Subsidiary Agreement or any of its provisions.

B. Anti-Corruption

The Recipient shall ensure that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines.

C. Safeguards

1. The Recipient shall ensure that the Project is carried out in accordance with the provisions of the Environmental and Social Management Framework ("ESMF"), including the Process Framework.

2. Whenever an Environmental and Social Management Plan ("ESMP") shall be required for any proposed Project activity in accordance with the provisions of the ESMF, the Recipient shall ensure that:

   (a) prior to the commencement of such activity, such ESMP is: (i) prepared in accordance with the provisions of the ESMF (including the Process Framework); (ii) furnished to the Association for review and no-objection;
and (iii) thereafter adopted and disclosed as accepted by the Association, in a manner satisfactory to the Association; and

(b) thereafter such measures are taken as shall be necessary or appropriate to ensure compliance with the requirements of such ESMP.

3. The Recipient shall not amend, abrogate or waive, or permit to be amended, abrogated or waived, the ESMF (including the Process Framework) or any ESMP, unless the Association has provided its prior no-objection thereto in writing, and the Recipient has complied with the same consultation and disclosure requirements as applicable to the original adoption of the said instrument.

4. The Recipient shall ensure that all terms of reference for any technical assistance or studies carried out under the Project shall be consistent with the Association’s environmental and social safeguards policies, as well as the Recipient’s laws relating to the environment and social aspects, and in drafting any regulations, guidelines or corporate procedures and carrying out capacity building activities under the Project, due attention shall be given to said policies and laws.

5. The Recipient shall ensure that under the Project:

(a) all monitoring, control and surveillance activities carried out by the Recipient 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 limited to fisheries surveillance;

(b) each surveillance mission carried out by the Recipient shall be: (i) governed by detailed protocols prepared in accordance with terms of reference satisfactory to the Association, requiring that such missions be: (A) under the operational command or authority of a civilian fisheries officer; and (B) conducted during a specific time period that is duly recorded and documented; and (ii) be conducted by personnel who have been properly trained in the operation of any equipment used in the surveillance mission;

(c) where a patrol or surveillance mission has multiple tasks: (i) accounts are maintained in a manner acceptable to the Association which demonstrate that the Financing has been used for the exclusive purpose of financing fisheries surveillance activities; and (ii) that the Association is granted access to such accounts;

(d) all goods, works, services and operating costs for fisheries monitoring, control and surveillance and related enforcement activities financed out of
the proceeds of the Financing are used for the sole purpose of enforcing the fisheries laws and regulations and shall not be used for any military purpose, or for enforcement of other non-fisheries laws; and

(e) all fisheries monitoring, control and surveillance and related enforcement activities carried out under the Project, shall be compatible with international law, and specifically, with Article 73 of the United Nations Convention Law of the Sea Treaty (UNCLOS), that: (A) any foreign vessels and crew arrested in the Recipient’s exclusive economic zone shall be immediately released upon posting a reasonable bond or other security; (B) penalties imposed by the Recipient for violations of fisheries laws and regulations may not include imprisonment; and (C) in cases of arrest or detention of foreign vessels, the Recipient shall promptly notify the flag state of the action taken and of any penalties subsequently imposed.

6. Without limitation upon its other reporting obligations under this Agreement, the Recipient shall, in accordance with terms of reference satisfactory to the Association: (a) monitor the status of compliance with the ESMF (including the Process Framework), any ESMP and the provisions of paragraphs 4 and 5 of this Section I.C; and (b) prepare quarterly reports and furnish the same to the Association, as part of the Project Reports, on the results of such monitoring activities, giving details of:

(i) measures taken in furtherance of the ESMF (including the Process Framework), any such ESMP and said paragraphs;

(ii) conditions, if any, which interfere or threaten to interfere with the smooth implementation of the ESMF (including the Process Framework), of any such ESMP or of said paragraphs; and

(iii) remedial measures taken or required to be taken to address such conditions.

7. In the event of any conflict between the provisions of the ESMF (including the Process Framework) or an ESMP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
Section II.  Project Monitoring, Reporting and Evaluation

A. Project Reports

1. The Recipient shall ensure that the progress of the Project is monitored and evaluated, and that Project Reports are prepared, all in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of indicators set forth in the Program Operations Manual. Each Project Report shall: (a) cover the period of one (1) calendar semester; (b) incorporate the Project report for said period provided by MIMRA to the Recipient pursuant to the Amended and Restated IDA Project Agreement; and (c) be furnished to the Association not later than forty-five (45) days after the end of the period covered by such report.

2. Mid-term Review

The Recipient shall: (a) ensure that, by not later than December 31, 2018 (or such other date as the Association may agree), the mid-term review of the Project is carried out and, a mid-term report is prepared and furnished to the Association, in such detail as the Association shall reasonably request, documenting progress achieved in the carrying out of the Project during the period preceding the date of such report, taking into account the monitoring and evaluation activities performed pursuant to paragraph 1 of this Section II.A, and setting out the measures recommended to ensure the continued efficient carrying out of the Project and the achievement of its objective during the period following such date; and (b) review with the Association and MIMRA such mid-term report, on or about the date one (1) month after it has been furnished to the Association, and thereafter take all measures required to ensure the continued efficient implementation of the Project and the achievement of its objective, based on the conclusions and recommendations of the mid-term report and the Association’s views on the matter.

B. Financial Management, Financial Reports and Audits

1. The Recipient shall ensure that a financial management system is maintained in accordance with the provisions of Section 4.09 of the General Conditions.

2. The Recipient shall ensure the preparation and furnishing to the Association not later than forty-five (45) days after the end of each calendar quarter, of interim unaudited financial reports for the Project covering the quarter, in form and substance satisfactory to the Association.
The Recipient shall ensure that the Financial Statements are audited in accordance with the provisions of Section 4.09 (b) of the General Conditions. Each audit of the Financial Statements shall cover the period of one (1) fiscal year of MIMRA. The audited Financial Statements for each such period shall be furnished to the Association not later than nine (9) months after the end of such period.

Section III.  Procurement

A.  General

1.  Goods, Works and Non-consulting Services. All goods works and non-consulting services required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Section I of the Procurement Guidelines, and with the provisions of this Section.

2.  Consultants' Services. All consultants' services required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Sections I and IV of the Consultant Guidelines, and with the provisions of this Section.

3.  Definitions. The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the Association of particular contracts, refer to the corresponding method described in Sections II and III of the Procurement Guidelines, or Sections I, III, IV and V of the Consultant Guidelines, as the case may be.

B.  Particular Methods of Procurement of Goods, Works and Non-consulting Services

1.  International Competitive Bidding. Except as otherwise provided in paragraph 2 below, goods, works and non-consulting services shall be procured under contracts awarded on the basis of International Competitive Bidding.

2.  Other Methods of Procurement of Goods, Works and Non-consulting Services. The following methods, other than International Competitive Bidding, may be used for procurement of goods, works and non-consulting services for those contracts specified in the Procurement Plan: (a) Procurement under Framework Agreements in accordance with procedures which have been found acceptable to the Association; (b) Direct Contracting; and (c) Shopping.
C. Particular Methods of Procurement of Consultants’ Services

1. Quality- and Cost-based Selection. Except as otherwise provided in paragraph 2 below, consultants’ services shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection.

2. Other Methods of Procurement of Consultants’ Services. The following methods, other than Quality- and Cost-based Selection, may be used for procurement of consultants’ services for those contracts which are specified in the Procurement Plan: (a) Quality-based Selection; (b) Selection under a Fixed Budget; (c) Least Cost Selection; (d) Selection based on Consultants’ Qualifications; (e) Single-source Selection of consulting firms; (f) Procedures set forth in paragraphs 5.2 and 5.3 of the Consultant Guidelines for the Selection of Individual Consultants; and (g) Single-source procedures for the Selection of Individual Consultants.

D. Review by the Association of Procurement Decisions

The Procurement Plan shall set forth those contracts which shall be subject to the Association’s Prior Review. All other contracts shall be subject to Post Review by the Association.

Section IV. Withdrawal of the Proceeds of the Financing

A. General

1. The Recipient may withdraw the proceeds of the Financing in accordance with the provisions of Article II of the General Conditions, this Section, and such additional instructions as the Association shall specify by notice to the Recipient (including the “World Bank Disbursement Guidelines for Projects” dated May 2006, as revised from time to time by the Association and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.

2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Financing (“Category”), the allocations of the amounts of the Credit and of the Grant to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:
<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Grant Allocated (expressed in SDR)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, works, non-consulting services, consultants’ services,</td>
<td>4,224,100</td>
<td>100%</td>
</tr>
<tr>
<td>Training and Workshops and Incremental Operating Costs for Parts 1, 2(a) and 3 the Project</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(2) DLI Expenditures under Part 1(a) of the Original Project for the DLI Periods 2015, 2016, 2017 and 2018</td>
<td>375,900</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL</td>
<td>4,600,000</td>
<td></td>
</tr>
</tbody>
</table>

**B. Withdrawal Conditions; Withdrawal Period**

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:

   (a) for payments made prior to June 26, 2015, except that withdrawals up to an aggregate amount not to exceed SDR100,000 equivalent may be made for payments made prior to this date but on or after November 1, 2014, for Eligible Expenditures under Category (1); or

   (b) for DLI Expenditures under Category (2) until and unless the Project Implementing Entity shall have: (i) complied with the additional instructions referred to in Section IV.A.1 of this Schedule, including submission to the Association of the applicable statements of expenditure evidencing the incurrence of eligible DLI Expenditures during the respective DLI Period for which payment is requested; and (ii) furnished evidence satisfactory to the Association, in accordance with the verification protocol set out in the Annex to the Original IDA Project Agreement, that the DLI Target for the respective DLI Period for which payment is requested has been achieved.

2. Withdrawals under Category (2) shall not exceed the lesser of: (a) the DLI Value allocated to each DLI Target achieved during the respective DLI Period; and (b) the amount of DLI Expenditures actually incurred during the DLI Period for which payment is requested.
3. Notwithstanding the provisions of Parts A and B.1 of this Section, the amount of the Financing to be withdrawn upon the verified achievement of any DLI Target shall correspond to the DLI Value of such DLI Target as set forth in the Annex to the Schedule to the Original IDA Project Agreement.

4. Notwithstanding the provisions of Part B.1 (b) of this Section, the Recipient may withdraw as an advance under Category (2) an amount not to exceed the total amount of the DLI Values against the DLI Targets which are set to be achieved during a DLI Period; provided, however, that if any of the DLI Targets for such period, in the opinion of the Association, are not achieved or are only partially achieved by the relevant DLI Target Achievement Date, then: (a) the amount of the advance for any subsequent such DLI Period shall be reduced by an amount corresponding to the amount of the DLI Value(s) (or portion of such amount as applicable) of the unachieved or partially unachieved DLI Target(s); or (b) in the case any DLI Target(s) remaining unachieved or partially unachieved after the Closing Date, the Recipient shall refund to the Association the amount of the advance corresponding to the amount of the DLI Value(s) (or portion of such amount as applicable) of the unachieved or partially unachieved DLI Target(s), promptly upon notice thereof by the Association. Except as otherwise agreed with the Recipient, the Association shall cancel the amount so refunded.

5. Notwithstanding the provisions of Part B.1 (b) of this Section, if the Association shall determine, based on the evidence furnished by the Project Implementing Entity under paragraph 1 of this Part B, that any DLI Target has not been achieved by its DLI Target Achievement Date, the Association may in its sole discretion, by notice to the Recipient and the Project Implementing Entity: (a) withhold in whole or in part the amount of the Financing allocated to such DLI Target; (b) disburse in whole or in part the amount of the Financing allocated to such DLI Target at any later time if and when such DLI Target is actually completed, to the extent that such completion remains feasible at a later time; (c) reallocate in whole or in part any withheld amount of the Financing allocated to such DLI Target; and/or (d) cancel in whole or in part any withheld amount of the Financing allocated to such DLI Target.

6. For purposes of this Section IV, the following terms have the meanings ascribed to them in the Original Financing Agreement: “DLI”, “DLI Expenditures”, “DLI Period”, “DLI Target”, “DLI Target Achievement Date” and “DLI Value”.

APPENDIX

Section I. Definitions

1. "Amended and Restated Financing Agreement" means this Agreement, as described in the Preamble to this Agreement, as the same may be amended from time to time.

2. "Amended and Restated IDA Project Agreement" has the meaning ascribed to it in the Preamble to this Agreement, as the same may be further amended from time to time.

3. "Amendment Effective Date" has the meaning ascribed to it in Section 5.01 of this Agreement.

4. "Annual Work Plan and Budget" means each annual work plan, together with the related budget and updated procurement plan, for the Project accepted by the Association pursuant to the provisions of Section I.C of the Schedule to the Amended and Restated IDA Project Agreement; as the said plan and budget may be modified from time to time with the prior written no-objection of the Association.


6. "Category" means a category set forth in the table in Section IV of Schedule 2 to this Agreement.


8. "Displaced Person" means any person who, on account of the execution of the Project, has experienced or would experience direct economic and social impacts caused by: (a) the involuntary taking of land, resulting in: (i) relocation or loss of shelter; (ii) loss of assets or access to assets; or (iii) loss of income sources or means of livelihood, whether or not such person must move to another location; or (b) the involuntary restriction or access to legally designated parks and protected areas, resulting in adverse impacts on the livelihood of such person.
9. "Environmental and Social Management Framework" and the acronym "ESMF" each means the Recipient's framework dated October 2014, as updated on September 5, 2018 and disclosed in-country and on the World Bank's website, setting out the principles, standards, processes and tools to be applied to assess potential adverse environmental and social impacts associated with Project activities and the ways to avoid, minimize and/or mitigate them, with related public consultation, disclosure, reporting and grievance redress procedures, as said framework may be modified from time to time in accordance with the provisions of Section I.C.3 of Schedule 2 to this Agreement, and such term includes any schedules or annexes to such framework.

10. "Environmental and Social Management Plan" and the acronym "ESMP" each means a plan, to be prepared or caused to be prepared by the Recipient pursuant to Section I.C.2 of Schedule 2 to this Agreement and agreed with the Association in accordance with the ESMF, setting out mitigation, enhancement, monitoring, and institutional measures, including capacity building through training, to eliminate any adverse environmental impacts of Project activities, offset them, reduce them, or enhance positive impacts, as the same may be modified from time to time in accordance with the provisions of Section I.C.3 of said Schedule, and such term includes any annexes or schedules to such plan; and "Environmental Management Plans" and the acronym "ESMPs" each means more than one such plan.


12. "GEF Grant Agreement" has the meaning ascribed to it in the Preamble to this Agreement, as the same may be further amended from time to time.


14. "Incremental Operating Costs" means reasonable expenditures directly related to the Project (which expenditures would not have been incurred absent the Project), based on an annual budget for such costs approved ex-ante in writing by the Association, including expenditures for consumable materials, office supplies, communications services (including postage handling, telephone and internet costs), publication services, translation services, office space rental and utilities, maintenance of Project vehicles and office equipment and operation, travel-related expenses for Project staff but excluding salaries, bonuses, fees and honoraria of members of the Recipient's civil service.

15. "MiMRA" means the Marshall Islands Marine Resources Authority, the Project Implementing Entity, and any successor thereto.
16. “Original Financing Agreement” has the meaning ascribed to it in the Preamble to this Agreement.

17. “Original IDA Project Agreement” has the meaning ascribed to it in the Preamble to this Agreement.

18. “Original Project” has the meaning ascribed to it in the Preamble to this Agreement.

19. “Pacific Islands Regional Oceanscape Program” means a regional fisheries development program comprising a series of projects, including the Project, that are designed with a common objective, component design and results framework and implemented over a multi-year period by the Recipient and the Participating Countries.

20. “Participating Countries” means, collectively, the following countries: Federated States of Micronesia, the Republic of the Marshall Islands, Solomon Islands and Tuvalu.

21. “Process Framework” means the framework included in the ESMF, setting out the mechanisms through which Displaced Persons living in and around protected areas will participate in determining any restrictions on access to natural resources, the assessment of the impact of any such restrictions, the determination of remedial measures to redress those impacts, and the resolution of any grievances, as well as the definition and implementation of a monitoring program to assess the adequacy of any remedial measures; as said framework may be modified from time to time in accordance with the provisions of Section I.C.3 of Schedule 2 to this Agreement, and such term includes any schedules or annexes to such framework.


23. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated May 22, 2018 and referred to in paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.

24. “Project Coordinator” means the Project coordinator referred to in Section I.A.1 of the Schedule to the Amended and Restated IDA Project Agreement.
25. "Project Implementing Entity" means the Marshall Islands Marine Resources Authority, an agency of the Recipient established as a legal entity and operating pursuant to the Project Implementing Entity's Legislation, and any successor thereto.

26. "Project Implementing Entity's Legislation" means the Marshall Islands Marine Resources Act of 1997 (Title 51 of the Marshall Islands Code), as the same may be amended from time to time.

27. "Program Operations Manual" and the acronym "POM" each means the manual referred to in Section LB of the Schedule to the Amended and Restated IDA Project Agreement.

28. "Project Unit" means the unit to be maintained by MIMRA pursuant to Section I.A.1 of the Schedule to the Amended and Restated IDA Project Agreement.

29. "Signature Date" means the later of the two dates on which the Recipient and the Association signed this Agreement.

30. "Subsidiary Agreement" means the agreement referred to in Section I.A of Schedule 2 to this Agreement pursuant to which the Recipient has made the proceeds of the Financing available to MIMRA, as the same shall be amended in accordance with said Section I.A, and may be further amended from time to time.

31. "Training and Workshops" means the reasonable costs, which shall have been agreed by the Association, associated with the training and workshop participation of personnel involved in carrying out the Project, including travel and subsistence costs for training and workshop participants, costs associated with securing the services of trainers and workshop speakers, rental of training and workshop facilities, preparation and reproduction of training and workshop materials, and other costs directly related to training course and workshop preparation and implementation.

32. "United Nations Convention Law of the Sea Treaty" 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.