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GRANT NUMBER 0559-TUV(SF)

GRANT AGREEMENT  
(Special Operations)  
(Pacific Disaster Resilience Program)

between

TUVALU

and

ASIAN DEVELOPMENT BANK

DATED 15 DECEMBER 2017

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TUV 50028

**GRANT AGREEMENT  
(Special Operations)**

GRANT AGREEMENT dated 15 December 2017 between TUVALU ("Recipient") and ASIAN DEVELOPMENT BANK ("ADB").

WHEREAS

(A) ADB has received from the Recipient a development policy letter dated 13 November 2017 ("Policy Letter"), setting forth certain objectives, policies and actions, described in Schedule 1 to this Grant Agreement, designed to develop the Recipient's resilience to disaster events and strengthen disaster risk management ("Program");

(B) the Recipient has applied to ADB for a grant for the purposes of the Program; and

(C) ADB has agreed to provide a grant to the Recipient from ADB's Special Funds resources upon the terms and conditions set forth herein;

NOW THEREFORE the parties agree as follows:

**ARTICLE I**

**Grant Regulations; Definitions**

Section 1.01: All the provisions of ADB's Special Operations Grant Regulations, dated 1 January 2017 ("Grant Regulations"), are hereby made applicable to this Grant Agreement with the same force and effect as if they were fully set forth herein, subject, however, to the following modifications:

(a) Section 2.01(l) is deleted and the following is substituted therefor:

"Program" means the program for which ADB has agreed to make the Grant, as described in the Grant Agreement and as the description thereof may be amended from time to time by agreement between ADB and the Recipient;

(b) The term "Project" wherever it appears in the Grant Regulations shall be substituted by the term "Program".

(c) Section 2.01(n) is deleted and the following is substituted therefor:

"Program Executing Agency" means the entity or entities responsible for the carrying out of the Program as specified in the Grant Agreement;

- (d) The term "Project Executing Agency" wherever it appears in the Grant Regulations shall be substituted by the term "Program Executing Agency".
- (e) Section 5.01(b) is deleted.

Section 1.02. Wherever used in this Grant Agreement the several terms defined in the Grant Regulations have the respective meanings therein set forth unless modified herein or the context otherwise requires. Additional terms used in the Grant Agreement have the following meanings:

- (a) "Deposit Account" means the account referred to in paragraph 3 of Schedule 2 to the Grant Agreement;
- (b) "Loan Disbursement Handbook" means ADB's Loan Disbursement Handbook (2017, as amended from time to time);
- (c) "Policy Matrix" means the policy matrix as agreed between the Recipient and ADB, which sets forth actions accomplished or to be accomplished by the Recipient under the Program and is attached to the Policy Letter; and
- (d) "Program Executing Agency" for the purposes of, and within the meaning of, the Grant Regulations means the Minister of Finance and Economic Development or any successor thereto acceptable to ADB, which is responsible for the carrying out of the Program.

## **ARTICLE II**

### **The Grant**

Section 2.01. ADB agrees to make available to the Recipient from ADB's Special Funds resources on terms and conditions set forth in this Grant Agreement an amount of three million Dollars (\$3,000,000).

## **ARTICLE III**

### **Use of Proceeds of the Grant**

Section 3.01. The Recipient shall cause the proceeds of the Grant to be applied to the financing of expenditures on the Program in accordance with the provisions of this Grant Agreement.

Section 3.02. The proceeds of the Grant shall be withdrawn in accordance with the provisions of Schedule 2 to this Grant Agreement, as such Schedule may be amended from time to time by agreement between the Recipient and ADB.

Section 3.03. The Grant Closing Date for the purposes of Section 8.02 of the Grant Regulations shall be 31 December 2022 or such other date as may from time to time be agreed between the Recipient and ADB.

## **ARTICLE IV**

### **Particular Covenants**

Section 4.01. In the carrying out of the Program, the Recipient shall perform, or cause to be performed, all obligations set forth in Schedule 3 to this Grant Agreement.

Section 4.02. As part of the reports and information referred to in Section 6.04 of the Grant Regulations, the Recipient shall furnish, or cause to be furnished, to ADB all such reports and information as ADB shall reasonably request concerning the implementation of the Program, including the accomplishment of the targets and carrying out of the actions set out in the Policy Letter.

## **ARTICLE V**

### **Effectiveness**

Section 5.01. A date 90 days after the date of this Grant Agreement is specified for the effectiveness of the Grant Agreement for the purposes of Section 9.04 of the Grant Regulations.

## **ARTICLE VI**

### **Miscellaneous**

Section 6.01. The Minister of Finance and Economic Development of the Recipient is designated as representative of the Recipient for the purposes of Section 11.02 of the Grant Regulations.

Section 6.02. The following addresses are specified for the purposes of Section 11.01 of the Grant Regulations:

For the Recipient

Ministry of Finance and Economic Development  
Government Building  
Funafuti, Tuvalu

Facsimile Number:

(688) 20210

For ADB

Asian Development Bank  
6 ADB Avenue  
Mandaluyong City  
1550 Metro Manila  
Philippines

Facsimile Number:

(632) 636-2444.

IN WITNESS WHEREOF the parties hereto, acting through their representatives thereunto duly authorized, have caused this Grant Agreement to be signed in their respective names as of the day and year first above written and to be delivered at the principal office of ADB.

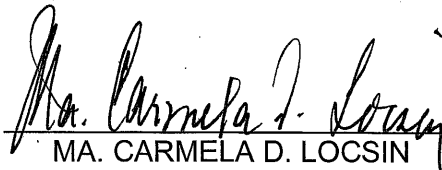
TUVALU



By \_\_\_\_\_

MATHEW FOX  
Authorized Representative

ASIAN DEVELOPMENT BANK

By  \_\_\_\_\_

MA. CARMELA D. LOCSIN  
Director General  
Pacific Department

**SCHEDULE 1****Description of the Program**

1. The principal objective of the Program is to strengthen disaster risk management and the scope includes (a) strengthening regional collaboration on disaster risk financing and (b) strengthening enabling framework for disaster risk management. The Program shall support additional public spending to meet short-term and medium-term post-disaster financing needs, in the event the Recipient is affected by a disaster. The Program is described in more detail in the Policy Letter.
2. The Program is expected to be completed by 31 December 2022.

**SCHEDULE 2****Allocation and Withdrawal of Grant Proceeds**

1. Except as set out in this Schedule or as ADB may otherwise agree, the Grant proceeds shall be disbursed in accordance with the Loan Disbursement Handbook.
2. An application for withdrawal from the Grant Account shall be submitted to ADB by the Recipient and shall be in a form satisfactory to ADB.
3. (a) Prior to submitting the first application to ADB for withdrawal from the Grant Account, the Recipient shall nominate an account (Deposit Account) at National Bank of Tuvalu into which all withdrawals from the Grant Account shall be deposited. The Deposit Account shall be established, managed and liquidated in accordance with the applicable regulations and procedures of the Recipient.  
  
(b) Separate accounts and records in respect of the Deposit Account shall be maintained in accordance with accounting principles acceptable to ADB. Upon ADB's request, the Recipient shall have the financial statements for the Deposit Account audited by independent auditors, whose qualifications, experience and terms of reference are acceptable to ADB, in accordance with international standards for auditing or the national equivalent acceptable to ADB. Promptly after their preparation but in any event not later than 6 months after the date of ADB's request, copies of such audited financial statements and the opinion of the auditors on the financial statements, in the English language, shall be furnished to ADB.
4. No Grant proceeds shall be withdrawn to finance any item specified in the Attachment to this Schedule.
5. The Grant proceeds shall be disbursed through one or more withdrawals. Notwithstanding any other provisions of this Grant Agreement and except as ADB may otherwise agree, no withdrawal shall be made from the Grant Account unless all the policy actions that were met for the Program continue to be complied with by the Recipient, as of the Effective Date and (a) the Recipient has proclaimed a "national state of emergency" in accordance with the National Disaster Management Act (2007 Revised Edition) following a disaster caused by natural hazard, and the Recipient and ADB have agreed on the withdrawal amount; or (b) at the end of the Program as confirmed by ADB, and to be used for strengthening disaster resilience by the Recipient.

**Negative List**

No withdrawals of Grant proceeds will be made for the following:

- (i) expenditures for goods included in the following groups or sub-groups of the United Nations Standard International Trade Classification, Revision 3 (SITC, Rev. 3) or any successor groups or sub-groups under future revisions to the SITC, as designated by ADB by notice to the Recipient:

**Table: Ineligible Items**

Chapter	Heading	Description of Items
112		Alcoholic beverages
121		Tobacco, unmanufactured; tobacco refuse
122		Tobacco, manufactured (whether or not containing tobacco substitute)
525		Radioactive and associated materials
667		Pearls, precious and semiprecious stones, unworked or worked
718	718.7	Nuclear reactors, and parts thereof, fuel elements (cartridges), nonirradiated for nuclear reactors
728	728.43	Tobacco processing machinery
897	897.3	Jewelry of gold, silver or platinum-group metals (except watches and watch cases) and goldsmiths' or silversmiths' wares (including set gems)
971		Gold, nonmonetary (excluding gold ore and concentrates)

Source: United Nations.

- (ii) expenditures in the currency of the Recipient or for goods supplied from the territory of the Recipient;
- (iii) expenditures for goods supplied under a contract that any national or international financing institution or agency will have financed or has agreed to finance, including any contract financed under any loan or grant from the ADB;
- (iv) expenditures for goods intended for a military or paramilitary purpose or for luxury consumption;
- (v) expenditures for narcotics;
- (vi) expenditures for environmentally hazardous goods, the manufacture, use or import of which is prohibited under the laws of the Recipient or international agreements to which the Recipient is a party; and
- (vii) expenditures on account of any payment prohibited by the Recipient in compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.



## SCHEDULE 3

### Program Implementation and Other Matters

#### Implementation Arrangements

1. Ministry of Finance and Economic Development as the Program Executing Agency shall be responsible for the overall Program implementation.
2. In the event that a disaster event occurs and the Recipient contemplates withdrawal from Grant Account, the Recipient shall coordinate closely with ADB on the necessary actions to facilitate withdrawal as described in paragraph 5 of Schedule 3 to this Grant Agreement, including providing adequate information to ADB on the proposed withdrawal amount.

#### Policy Actions and Dialogue

3. The Recipient shall ensure that all policy actions adopted under the Program, as set forth in the Policy Letter and the Policy Matrix, continue to be in effect for the duration of the Program.
4. The Recipient shall keep ADB informed of policy discussions with other multilateral and bilateral aid agencies that may have implications for the implementation of the Program and shall provide ADB with an opportunity to comment on any resulting policy proposals. The Recipient shall take into account ADB's views before finalizing and implementing any such proposal.

#### Environmental and Social Safeguards

5. The Recipient shall ensure that the Grant proceeds are not used for any programs and activities which have any environmental, indigenous peoples or involuntary resettlement impacts, all within the meaning of ADB's Safeguard Policy Statement (2009). In the event that the Grant proceeds are used for any programs and activities which do have any such impact, the Recipient shall take all steps required to ensure that the Program complies with the applicable laws and regulations of the Recipient and with ADB's Safeguard Policy Statement (2009).

#### Governance and Anticorruption

6. The Recipient and the Program Executing Agency shall (a) comply with ADB's Anticorruption Policy (1998, as amended to date) and acknowledge that ADB reserves the right to investigate directly, or through its agents, any alleged corrupt, fraudulent, collusive or coercive practice relating to the Program; and (b) cooperate with any such investigation and extend all necessary assistance for satisfactory completion of such investigation.

Contingent Financing Mechanism

7. Within 12 months from the effective date of the memorandum of understanding signed by the Recipient for the establishment of the contingent financing mechanism, the Recipient shall:

(a) collaborate with other participating developing member countries and agree on the most suitable design option for a contingent financing mechanism. This mechanism shall serve the following purposes: (i) enhance coordination and cooperation among the Pacific countries and development partners on disaster risk management related matters; (ii) provide a sustainable multi-country mechanism for channeling disaster contingent financing from participating countries and development partners; and (iii) allow quick disbursement of needed share of funds to a Participating Country upon a disaster event in that country; and

(b) enter into an agreement with other participating developing member countries that sets out the key principles and elements of the mechanism including the following: (i) objectives; (ii) governance arrangements; (iii) membership; (iv) acceptance of member and development partner contributions; (v) investment strategy; (vi) fund management; (vii) withdrawal policy and procedures; (viii) administrative requirements; (ix) operational costs and cost sharing; (x) dispute resolution; (xi) termination arrangements; and (xii) any other factors or criterion necessary for the financing mechanism.