

**OFFICIAL
DOCUMENTS**

LOAN NUMBER 8482-FJ

Loan Agreement

(Transport Infrastructure Investment Project)

between

REPUBLIC OF FIJI

and

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT

Dated *April 14*, 2016

LOAN AGREEMENT

AGREEMENT dated April 14, 2016, between REPUBLIC OF FIJI ("Borrower") and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("Bank"). The Borrower and the Bank hereby agree as follows:

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 — LOAN

- 2.01. The Bank agrees to lend to the Borrower, on the terms and conditions set forth or referred to in this Agreement, the amount of fifty million Dollars (\$50,000,000) as such amount may be converted from time to time through a Currency Conversion in accordance with the provisions of Section 2.08 of this Agreement ("Loan"), to assist in financing the project described in Schedule 1 to this Agreement ("Project").
- 2.02. The Borrower may withdraw the proceeds of the Loan in accordance with Section IV of Schedule 2 to this Agreement.
- 2.03. The Front-end Fee payable by the Borrower shall be equal to one quarter of one percent (0.25%) of the Loan amount.
- 2.04. The Commitment Charge payable by the Borrower shall be equal to one quarter of one percent (0.25%) per annum on the Unwithdrawn Loan Balance.
- 2.05. The interest payable by the Borrower for each Interest Period shall be at a rate equal to the Reference Rate for the Loan Currency plus the Variable Spread; provided, that upon a Conversion of all or any portion of the principal amount of the Loan, the interest payable by the Borrower during the Conversion Period on such amount shall be determined in accordance with the relevant provisions of Article IV of the General Conditions. Notwithstanding the foregoing, if any amount of the Withdrawn Loan Balance remains unpaid when due and such non-payment continues for a period of thirty (30) days, then the interest payable by the Borrower shall instead be calculated as provided in Section 3.02 (e) of the General Conditions.

- 2.06. The Payment Dates are May 15 and November 15 in each year.
- 2.07. The principal amount of the Loan shall be repaid in accordance with the amortization schedule set forth in Schedule 3 to this Agreement.
- 2.08. (a) The Borrower may at any time request any of the following Conversions of the terms of the Loan in order to facilitate prudent debt management: (i) a change of the Loan Currency of all or any portion of the principal amount of the Loan, withdrawn or unwithdrawn, to an Approved Currency; (ii) a change of the interest rate basis applicable to: (A) all or any portion of the principal amount of the Loan withdrawn and outstanding from a Variable Rate to a Fixed Rate, or vice versa; or (B) all or any portion of the principal amount of the Loan withdrawn and outstanding from a Variable Rate based on a Reference Rate and the Variable Spread to a Variable Rate based on a Fixed Reference Rate and the Variable Spread, or vice versa; or (C) all of the principal amount of the Loan withdrawn and outstanding from a Variable Rate based on a Variable Spread to a Variable Rate based on a Fixed Spread; and (iii) the setting of limits on the Variable Rate or the Reference Rate applicable to all or any portion of the principal amount of the Loan withdrawn and outstanding by the establishment of an Interest Rate Cap or Interest Rate Collar on the Variable Rate or the Reference Rate.
- (b) Any conversion requested pursuant to paragraph (a) of this Section that is accepted by the Bank shall be considered a "Conversion", as defined in the General Conditions, and shall be effected in accordance with the provisions of Article IV of the General Conditions and of the Conversion Guidelines.

ARTICLE III — PROJECT

- 3.01. The Borrower declares its commitment to the objectives of the Project. To this end, the Borrower shall cause the Project to be carried out by the Project Implementing Entity in accordance with the provisions of Article V 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 Borrower and the Bank shall otherwise agree, the Borrower shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

ARTICLE IV — REMEDIES OF THE BANK

- 4.01. The Additional Event of Suspension consists of the following, namely that, the Project Implementing Entity's Legislation has been amended, suspended,

abrogated, repealed or waived so as to affect materially and adversely the ability of the Project Implementing Entity to perform any of its obligations under the Project Agreement.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Conditions of Effectiveness consist of the following:
- (a) The Subsidiary Agreement has been executed on behalf of the Borrower and the Project Implementing Entity.
 - (b) The Co-financing Agreement has been executed and delivered and all conditions precedent to its effectiveness or to the right of the Borrower to make withdrawals under it (other than the effectiveness of this Agreement) have been fulfilled.
 - (c) The Project Administration Manual has been prepared and adopted in accordance with Section I.A.2 of the Schedule to the Project Agreement.
- 5.02. The Additional Legal Matter consists of the following, namely that the Subsidiary Agreement has been duly authorized or ratified by the Borrower and the Project Implementing Entity and is legally binding upon the Borrower and the Project Implementing Entity in accordance with its terms.
- 5.03. The Effectiveness Deadline is the date one hundred twenty (120) days after the date of this Agreement.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

- 6.01. The Borrower's Representative is its Minister responsible for Finance.
- 6.02. The Borrower's Address is:

Ministry of Finance
Rotalabalavu House
Victoria Parade
Suva, Fiji

Facsimile:

+ 679 3300 834

6.03 The Bank's Address is:

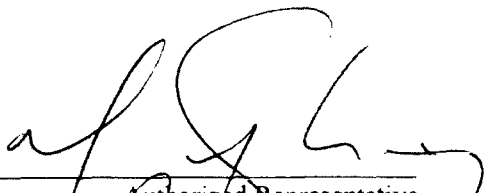
International Bank for Reconstruction and Development
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Cable address:	Telex:	Facsimile:
INTBAFRAD Washington, D.C.	248423(MCI) or 64145(MCI)	1-202-477-6391

AGREED at *Washington*, *District of Columbia* as of the day and year first above written.

REPUBLIC OF FIJI

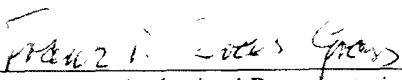
By



 Authorized Representative
 Name: *Aliyaz Sayed-Khaiyum*
 Title: *Attorney-General, Minister of Justice
Finance, Public Enterprises, Public Service*

INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT

By



 Authorized Representative
 Name: *Franz Drees-Gross*
 Title: *Country Director, Timor-Leste,
Papua New Guinea and Pacific
Islands*

SCHEDULE 1

Project Description

The objective of the Project is to improve the resilience and safety of land and maritime transport infrastructure for users of Project roads, bridges and rural jetties and wharves.

The Project consists of the following parts:

Part 1. Improvement of Existing Road and Maritime Sector Assets

- (a) Carrying out of Subprojects for the repair, rehabilitation, reconstruction or upgrading of selected existing roads, bridges and rural jetties and wharves.
- (b) Carrying out of Subprojects for the installation of safety improvements on selected roads, bridges, rural jetties and wharves including road safety furniture and replacement of existing and/or installation of new streetlights.

Part 2. Technical Assistance

- (a) Establishing and maintaining a Project Supervision Team.
- (b) Financing of design and supervision consultants.
- (c) Updating design and construction standards for roads and bridges.
- (d) Undertaking international road assessment program surveys and road safety audits.
- (e) Piloting the use of open contracting, including geotagging.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements.

1. Project Steering Committee

The Borrower shall establish, by not later than three months after the Effective Date, and thereafter maintain, throughout the Project implementation period, a Project Steering Committee, chaired by the Permanent Secretary of Finance and composed of, at a minimum, representatives of the Ministry of Finance, the Fiji Roads Authority and other selected stakeholders, to be responsible for providing general oversight and policy direction, reviewing progress and the results of periodic monitoring and evaluation of the Project.

B. Subsidiary Agreement

1. To facilitate the carrying out of the Project, the Borrower shall make the proceeds of the Loan available to the Project Implementing Entity on grant basis under a subsidiary agreement between the Borrower and the Project Implementing Entity, under terms and conditions approved by the Bank ("Subsidiary Agreement").
2. The Borrower shall exercise its rights under the Subsidiary Agreement in such manner as to protect the interests of the Borrower and the Bank and to accomplish the purposes of the Loan. Except as the Bank shall otherwise agree, the Borrower shall not assign, amend, abrogate or waive the Subsidiary Agreement or any of its provisions.

C. Implementation Covenants

1. Project Administration Manual

The Borrower shall cause the Project Implementing Entity to: (a) prepare and adopt a Project Administration Manual ("PAM") in accordance with Section I.A.2 of the Schedule to the Project Agreement, and (b) carry out the Project in accordance with the said PAM as shall have been so adopted.

2. Coordination among the Agencies

The Borrower, through its Ministry of Finance, shall ensure that all ministries, agencies and divisions involved in the implementation of the Project, including

local government authorities, give their full cooperation to ensure smooth implementation of the Project.

3. Counterpart Funds

The Borrower shall:

- (a) ensure sufficient counterpart funds from its budget for each fiscal year, in a timely manner, for the efficient implementation of the Project;
- (b) ensure adequate funds towards operations and maintenance of Project facilities, through budgetary allocations or other means, during and after the Project's completion; and
- (c) the Borrower shall provide, or cause the Project Implementing Entity to provide, as necessary, respective counterpart staff, land, facilities, and funding required for timely and effective implementation of the Project, including, without limitation, any funds required (i) to fund operation and maintenance of Project facilities, (ii) to mitigate unforeseen environmental or social impacts, and (iii) to meet any additional costs arising from design changes, price escalation in construction costs and/or unforeseen circumstances. The Borrower shall cause the Project Implementing Entity to make the resources thus required available on an annual basis for each fiscal year.

D. Anti-Corruption

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

E. Environmental and Social Safeguards

- 1. The Borrower shall ensure that the Project is carried out in accordance with the provisions of the Safeguard Instruments and the Additional Plans.
- 2. Whenever an Additional Plan shall be required for any proposed Subproject in accordance with the provisions of the ESMF or the LARF as the case may be, the Borrower shall ensure that:
 - (a) prior to the commencement of such Subproject, such Additional Plan is:
 - (i) prepared in accordance with the provisions of the ESMF or the LARF, as the case may be; (ii) furnished to the Bank and Co-financier for review and no-objection in accordance with the PAM; and (iii) thereafter adopted and disclosed as accepted by the Borrower, in a manner satisfactory to the Bank and the Co-financier; and

- (b) thereafter such measures are taken as shall be necessary or appropriate to ensure compliance with the requirements of such Additional Plan.
- 3. The Borrower shall not amend, abrogate or waive, or permit to be amended, abrogated or waived, the Safeguard Instruments or the Additional Plans, unless the Bank and the Co-financier has provided its prior no-objection thereof in writing, and the Borrower has complied with the same consultation and disclosure requirements as applicable to the original adoption of the said instruments.
- 4. The Borrower shall ensure that:
 - (a) all terms of reference for any technical assistance or studies carried out under the Project are consistent with the Bank's environmental and social safeguards policies and requirements; and
 - (b) in drafting any regulations, guidelines or corporate procedures and carrying out capacity building activities under the Project, due attention is given to said policies and requirements.
- 5. Without limitation upon its other reporting obligations under this Agreement, the Borrower shall collect, compile and submit to the Bank, as part of the Project Reports, consolidated reports on the status of compliance with the Safeguards Instruments, the Additional Plans and other safeguard requirements for any technical assistance, giving details of:
 - (a) results of the screening process for sub-projects;
 - (b) measures taken in accordance with the said instruments and requirements;
 - (c) conditions, if any, which interfere or threaten to interfere with the implementation of the said measures; and
 - (d) remedial measures taken or required to be taken to address such conditions.
- 6. In the event of any conflict between the provisions of any of the Safeguard Instruments or the Additional Plans, 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 Borrower shall cause the Project Implementing Entity to monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 5.08 of the General Conditions and on the basis of indicators acceptable to the Bank and set forth in the PAM. Each Project Report shall cover the period of one (1) calendar quarter, and shall be furnished to the Bank not later than forty-five (45) after the end of the period covered by such report.
2. The Borrower shall cause the Project Implementing Entity to: (a) not later than July 31, 2017 (or such other date as the Bank may agree), prepare and furnish to the Bank a mid-term report, in such detail as the Bank 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 Bank such mid-term report, on or about the date one (1) month after its submission, 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 Bank's views on the matter.

B. Financial Management, Financial Reports and Audits

1. The Borrower shall cause the Project Implementing Entity to maintain a financial management system in accordance with the provisions of Section 5.09 of the General Conditions.
2. The Borrower shall cause the Project Implementing Entity to prepare and furnish to the Bank, not later than forty five (45) days after the end of each calendar semester, interim unaudited financial reports for the Project covering the semester, in form and substance satisfactory to the Bank.
3. The Borrower shall cause the Project Implementing Entity to have the financial statements for the Project audited. Each audit of the financial statements shall cover the period of one (1) fiscal year of the Project Implementing Entity. The audited financial statements for each such period shall be furnished to the Bank not later than six (6) months after the end of such period.

Section III. Procurement

A. The Borrower shall ensure that all goods, works, non-consulting services and consultants' services required for the Project and to be financed out of the proceeds of the Loan are procured in compliance with the Co-financier's Procurement Guidelines and the Co-financier's Consultants' Guidelines, subject to the provisions of paragraphs B and C of this Section III.

B. Goods and Works and Non-consulting Services. Without limitation to the provision mentioned in paragraph 1 above, all goods, works and non-consulting services required for the Project and to be financed out of the proceeds of the Loan shall be procured by the Borrower: (a) in accordance with the provisions set forth in paragraphs 1.8 and 1.10 (c) of the Procurement Guidelines and (b) otherwise also in accordance with the Co-financier's Procurement Guidelines.

C. Consultants' Services. Without limitation to the provision mentioned in paragraph 1 above, all consultants' services required for the Project and to be financed out of the proceeds of the Loan shall be procured by the Borrower: (a) in accordance with the provisions set forth in paragraphs 1.11 and 1.13(e) of the Consultant Guidelines; and (b) otherwise also in accordance with the Co-financier's Consultant Guidelines.

D. Review by the Co-financier of Procurement Decisions

The Procurement Plan shall set forth those contracts which shall be subject to the Co-financier's Prior Review. All other contracts shall be subject to Post Review by the Co-financier.

E. Misprocurement

The Bank shall declare Misprocurement if the Co-financier declares Misprocurement in accordance with the Co-financier's Procurement Guidelines and the Co-financier's Consultants' Guidelines. "Misprocurement" means, for purposes of this Loan Agreement and the General Conditions, that the procurement by the Borrower of any contract to be financed out of the proceeds of the Loan is inconsistent with the Co-financier's Procurement Guidelines and the Co-financier's Consultants' Guidelines.

Section IV. Withdrawal of Loan Proceeds

A. General

1. The Borrower may withdraw the proceeds of the Loan in accordance with the provisions of Article II of the General Conditions, this Section, and such additional instructions as the Bank shall specify by notice to the Borrower (including the "World Bank Disbursement Guidelines for Projects" dated May 2006, as revised from time to time by the Bank 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 Loan ("Category"), the allocation of the amounts of the Loan to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category.

Category	Amount of the Loan Allocated (expressed in USD)	Percentage of Expenditures to be financed (inclusive of Taxes)
(1) Goods, works, non-consulting services, consultants' services and Training for Parts 1 and 2 of the Project	47,375,000	30%
(2) Interest and other charges on the Loan accrued on or before the last Payment Date immediately preceding the Closing Date	2,500,000	Amount payable pursuant to Sections 2.04 and 2.05 of this Agreement in accordance with Section 2.07 (c) of the General Conditions
(3) Front-end Fee	125,000	Amount payable pursuant to Section 2.03 of this Agreement in accordance with Section 2.07 (b) of the General Conditions
TOTAL AMOUNT	50,000,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made for payments made prior to the date of this Agreement, except that

withdrawals up to an aggregate amount not to exceed \$10,000,000 equivalent may be made for payments made prior to this date but on or after March 5, 2015, for Eligible Expenditures.

2. The Closing Date is June 30, 2020.

SCHEDULE 3

Amortization Schedule

Commitment-linked repayments:

1. The following table sets forth the Principal Payment Dates of the Loan and the percentage of the total principal amount of the Loan payable on each Principal Payment Date ("Installment Share"). If the proceeds of the Loan have been fully withdrawn as of the first Principal Payment Date, the principal amount of the Loan repayable by the Borrower on each Principal Payment Date shall be determined by the Bank by multiplying: (a) Withdrawn Loan Balance as of the first Principal Payment Date; by (b) the Installment Share for each Principal Payment Date, such repayable amount to be adjusted, as necessary, to deduct any amounts referred to in paragraph 4 of this Schedule, to which a Currency Conversion applies:

Principal Payment Date	Installment Share (Expressed as a Percentage)
On each May 15 and November 15 Beginning May 15, 2021 through May 15, 2038	2.78%
On November 15, 2038	2.70%

2. If the proceeds of the Loan have not been fully withdrawn as of the first Principal Payment Date, the principal amount of the Loan repayable by the Borrower on each Principal Payment Date shall be determined as follows:
 - (a) To the extent that any proceeds of the Loan have been withdrawn as of the first Principal Payment Date, the Borrower shall repay the Withdrawn Loan Balance as of such date in accordance with paragraph 1 of this Schedule.
 - (b) Any amount withdrawn after the first Principal Payment Date shall be repaid on each Principal Payment Date falling after the date of such withdrawal in amounts determined by the Bank by multiplying the amount of each such withdrawal by a fraction, the numerator of which is the original Installment Share specified in the table in paragraph 1 of this Schedule for said Principal Payment Date ("Original Installment Share") and the denominator of which is the sum of all remaining Original Installment Shares for Principal Payment Dates falling on or after such date, such amounts repayable to be adjusted, as necessary, to deduct any amounts referred to in paragraph 4 of this Schedule, to which a Currency Conversion applies.

3. (a) Amounts of the Loan withdrawn within two (2) calendar months prior to any Principal Payment Date shall, for the purposes solely of calculating the principal amounts payable on any Principal Payment Date, be treated as withdrawn and outstanding on the second Principal Payment Date following the date of withdrawal and shall be repayable on each Principal Payment Date commencing with the second Principal Payment Date following the date of withdrawal.
 - (b) Notwithstanding the provisions of sub-paragraph (a) of this paragraph, if at any time the Bank adopts a due date billing system under which invoices are issued on or after the respective Principal Payment Date, the provisions of such sub-paragraph shall no longer apply to any withdrawals made after the adoption of such billing system.
4. Notwithstanding the provisions of paragraphs 1 and 2 of this Schedule, upon a Currency Conversion of all or any portion of the Withdrawn Loan Balance to an Approved Currency, the amount so converted in the Approved Currency that is repayable on any Principal Payment Date occurring during the Conversion Period, shall be determined by the Bank by multiplying such amount in its currency of denomination immediately prior to the Conversion by either: (i) the exchange rate that reflects the amounts of principal in the Approved Currency payable by the Bank under the Currency Hedge Transaction relating to the Conversion; or (ii) if the Bank so determines in accordance with the Conversion Guidelines, the exchange rate component of the Screen Rate.
5. If the Withdrawn Loan Balance is denominated in more than one Loan Currency, the provisions of this Schedule shall apply separately to the amount denominated in each Loan Currency, so as to produce a separate amortization schedule for each such amount.

APPENDIX

Section I. Definitions

1. “Additional Environmental and Social Management Plan” means a plan, to be prepared by the Borrower and acceptable to the Bank 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 Subprojects, offset them, reduce them, or enhance positive impacts, as the same may be modified from time to time with the prior written agreement of the Bank, and such term includes any annexes or schedules to such plan; and “Additional Environmental Management Plans” means more than one such plan.
2. “Additional Land Acquisition and Resettlement Plan” or “Additional LARP” means a plan to be prepared by the Borrower and acceptable to the Bank in accordance with the LARF, setting out mitigation, enhancement, monitoring, and institutional measures, including capacity building through training, to carry out acquisition of land and related assets under the Project, compensation, resettlement, and rehabilitation of Displaced Persons, prepared in accordance with the provisions of the Land Acquisition and Resettlement Framework, as the same may be modified from time to time with the prior written agreement of the Bank, and such term includes any schedules or annexes to such plan; and “Additional Land Acquisition and Resettlement Plans” or “Additional LARPs” means more than one such plan.
3. “Additional Plans” means any Additional Environmental and Social Management Plans or Additional Land Acquisition and Resettlement Plans.
4. “Anti-Corruption Guidelines” means 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.
5. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
6. “Co-financier” means the Asian Development Bank, referred to in paragraph 15 of the Appendix to the General Conditions.
7. “Co-financier’s Procurement Guidelines” means the ‘ADB’s Procurement Guidelines’ of March 2013, as amended to date.
8. “Co-financier’s Consultants’ Guidelines” means the ‘ADB’s Guidelines on the Use of Consultants by Asian Development Bank and its Borrowers’ of March 2013, as amended to date.

9. "Co-financing" means an amount of at least \$100,700,000 to be provided by the Co-financier to assist in financing the Project.
10. "Co-financing Agreement" means the agreement to be entered into between the Borrower and the Co-financier providing for the Co-financing, which agreement shall amend the Agreement dated December 12, 2014 between the Borrower and the Co-financier.
11. "Consultant Guidelines" means the "Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers" dated January 2011 (revised July 2014).
12. "Displaced Persons" means persons who, on account of the involuntary taking of land and other assets under the Project resulting in a direct economic and social adverse impact, whether or not said Displaced Persons must physically relocate, had or would have their: (i) standard of living adversely affected, whether or not the Displaced Persons must move to another location; (ii) right, title, interest in any house, land (including premises, agricultural and grazing land) or any other fixed or movable asset acquired or possessed, temporarily or permanently, adversely affected; (iii) access to productive assets adversely affected, temporarily or permanently; or (iv) business, occupation, work or place of residence or habitat adversely affected; and "Displaced Person" means any of the Displaced Persons.
13. "Environmental and Social Management Plan" or "ESMP" means the Borrower's Plan dated January, 2015 for the Narata Bridge and Matawale Crossing Subprojects to be implemented in the first year of Project implementation period, defining details of measures to manage potential environmental and social risks and avoid, minimize and/or mitigate any adverse environmental and social impacts associated with the said Narata Bridge and Matawale Crossing Subprojects, together with adequate budget, institutional, monitoring and reporting arrangements capable of ensuring proper implementation of, and regular feedback on compliance with, its terms; as said plan may be modified from time to time with the prior written no-objection of the Bank, and such term includes any schedules or annexes to such plan.
14. "ESMF" or "Environmental and Social Management Framework" means the Borrower's framework dated January, 2015, 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, including, *inter alia*, the guidelines, procedures and forms for preparing and implementing Environmental and Social Management Plans, as said framework may be modified from time to time with the prior written

no-objection of the Bank, and such term includes any schedules or annexes to such framework.

15. "General Conditions" means the "International Bank for Reconstruction and Development General Conditions for Loans", dated March 12, 2012, with the modifications set forth in Section II of this Appendix.
16. "Land Acquisition and Resettlement Framework" or "LARF" means the Borrower's framework, dated January, 2015, setting out mitigation, enhancement, monitoring, and institutional measures, including capacity building through training, to carry out acquisition of land and related assets under the Project, compensation, resettlement, and rehabilitation of Displaced Persons, as well as guidelines and procedures for the preparation of Land Acquisition and Resettlement Plans, as the same may be modified from time to time with the prior written agreement of the Bank, and such term includes any annexes or schedules to such framework.
17. "Land Acquisition and Resettlement Plan" or "LARP" means the Borrowers plan for the Narata Bridge and Matawale Crossing Subprojects dated January 2015 and acceptable to the Bank and in accordance with the LARF, setting out mitigation, enhancement, monitoring, and institutional measures, including capacity building through training, to carry out acquisition of land and related assets under the said Narata Bridge and Matawale Crossing subprojects, compensation, resettlement, and rehabilitation of Displaced Persons, prepared in accordance with the provisions of the Land Acquisition and Resettlement Framework, as the same may be modified from time to time with the prior written agreement of the Bank, and such term includes any schedules or annexes to such plan; and "Land Acquisition and Resettlement Plans" or "LARPs" means more than one such plan.
18. "Ministry of Finance" means the Borrower's Ministry responsible for finance, or any successor thereto.
19. "Procurement Guidelines" means the "Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers" dated January 2011 (revised July 2014).
20. "Procurement Plan" means the Borrower's procurement plan for the Project dated January 29, 2015, as the same shall be updated from time to time with prior written approval of the Co-financier.
21. "Project Administration Manual" or "PAM" means the manual referred to in Section 1.A.2 of the Schedule to the Project Agreement.
22. "Project Implementing Entity" means the Fiji Roads Authority, established and operating pursuant to the Project Implementing Entity's Legislation.

23. "Project Implementing Entity's Legislation" means the Fiji Roads Authority Decree 2012, as amended to date.
24. "Project Supervision Team" means the team referred to in Section I.A.1 of the Schedule to the Project Agreement.
25. "Safeguard Instruments" means the ESMF, LARF, ESMP, LARP and Additional Plans.
26. "Subproject" means a road, bridge and/or rural jetty or wharf that meets the eligibility criteria set forth in the PAM and to be financed by the Loan under Part 1 of the Project.
27. "Training" means the reasonable costs of goods and services required for the participation of personnel involved in training and educational activities, workshops and study tours under the Project as shall have been approved by the Bank, including travel and subsistence costs for training, workshop and study tour participants, costs associated with securing the services of trainers, rental of training and workshop facilities, preparation and reproduction of training and workshop materials, and other costs directly related to training or education course, workshop or study tour preparation and implementation, but excluding fees of consultants.

Section II. Modifications to the General Conditions

The General Conditions are hereby modified as follows:

1. In the **Table of Contents**, the references to Sections, Section names and Section numbers are modified to reflect the modifications set forth in the paragraphs below.
2. Section 3.01. (*Front-end Fee*) is modified to read as follows:

"Section 3.01. *Front-end Fee; Commitment Charge*

 - (a) The Borrower shall pay the Bank a front-end fee on the Loan amount at the rate specified in the Loan Agreement (the "Front-end Fee").
 - (b) The Borrower shall pay the Bank a commitment charge on the Unwithdrawn Loan Balance at the rate specified in the Loan Agreement (the "Commitment Charge"). The Commitment Charge shall accrue from a date sixty days after the date of the Loan Agreement to the respective dates on which amounts are withdrawn by the Borrower from the Loan Account or cancelled. The Commitment Charge shall be payable semi-annually in arrears on each Payment Date."

3. In the Appendix, **Definitions**, all relevant references to Section numbers and paragraphs are modified, as necessary, to reflect the modification set forth in paragraph 2 above.
4. The Appendix is modified by inserting a new paragraph 19 with the following definition of "Commitment Charge", and renumbering the subsequent paragraphs accordingly:

"19. "Commitment Charge" means the commitment charge specified in the Loan Agreement for the purpose of Section 3.01(b)."