

Progress Report

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Tarawa, Kiribati

For Ministry of Finance and Economic Development
Ministry of Information, Communication, Transport and Tourism Development
Ministry of Infrastructure and Sustainable Energy

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KIRIBATI OUTER ISLAND TRANSPORT INFRASTRUCTURE INVESTMENT PROJECT

QUARTER 4 REPORT

JANUARY 31, 2022

MINISTRY OF FINANCE AND ECONOMIC DEVELOPMENT
OIIU

1. Executive Summary

The Kiribati Outer Island Transport Infrastructure Investment Project (KOITIIP) is currently in its first year of implementation. The focus for the first year is the procurement of consulting firms and individual consultants.

The Hydrographic Survey and Mapping Exercise, as a core and starting point of the project activities, has not commenced yet despite its indicative timeline in the PAM which is January 2021. High risk is obvious to occur should the activity never kick off the ground soon, knowing well that it is a leading role for the remaining component activities to follow suit. Nevertheless, it is worth noting that some progressive parts of this component activities have been successfully carried out. The UKHO firm is actively engaged to provide technical support to the Marine Division. The EOIs for the Hydrographic Survey work have been evaluated and WB has approved the short-listing report. The Request for Proposal (RFP) document has been submitted to the WB for clearance before the document can be shared with the shortlisted firms. WB must approve the RFP document in early February 2022.

Regarding the procurement of the OIIU team, the Chief Technical Advisor (CTA) has negotiated a work contract with the Government of Kiribati. The signing of the contract is pending the approval of the WB on the negotiated contract. The CTA needs to commence work in early February 2022. The recruitment of the Social and Environmental Safeguard officers for OIIU must commence in February 2022 due to the fact that the KFSU Safeguard Officers who used to provide full support to the OIIU have an increasing workload from other World Bank projects. The KFSU Safeguard Officers will continue to provide full assistance until the OIIU engages its Safeguard Officers.

The first mission to the KOITIIP Outer Islands has been completed. Its purpose was to consult the island communities on the following:

- the progress and activities of the KOITIIP on each island
- community responses or views towards the potential impact of the Project.
- the general GRM that will be established and operated on the island
- The Gender-Based Violence GRM

2. Table of Contents

1. Executive Summary.....	1
2. Table of Contents.....	2
3. Introduction.....	3
4. Procurement Activities	6
5. Safeguard	14
6. Monitoring & Evaluation.....	14
7. Communications, consultations & GRM	16
8. Gender Action Plan & Gender-Based Violence Framework.....	17
9. Outer Island Mission.....	18
10. Financial Management.....	18
11. Issues and Recommendations	19
12. Conclusion	21
Annex 1: Requirements of the Grant Agreement – ADB.....	22
Annex 2: Requirements of the Financing Agreement (WB & GOK)	27
Annex 3: Gender Action Plan (GAP) Monitoring Report.....	43

3. Introduction

3.1 Background & Purpose

Kiribati is made up of 32 atolls and 1 raised limestone island scattered over an ocean area of more than 3.5 million km² across the central Pacific Ocean. The country is divided into 3 widely separated island groups: the Gilbert group in the west; the Phoenix group in the center and the Line Islands in the east.

Like many developing nations, Kiribati faces several development challenges. The lack of services and economic opportunities in the outer islands has encouraged migration to South Tarawa creating overpopulation issues in the capital island communities.

A study report titled “Hardships in Kiribati” funded by ADB concluded that the high cost and unreliability of domestic transports between contributes largely to people leaving their outer island homes to South Tarawa. Furthermore, poor internet communication; limited access to good health services and education; frequent shortage of cargoes such as rice, flour, sugar, coffee, and soap; and limited to no job opportunities in the outer islands are some of the factors that attract migration to South Tarawa.

The Kiribati 20 Year Vision Development Plan (KV 20) identifies infrastructure as one of the investments the Government should focus on. Because implementing infrastructure projects huge capital, the Government of Kiribati approached the World Bank and Asian Development Bank to co-finance the development of marine infrastructure investments in the 4 priority islands: Abaiang, Nonouti, Tabiteuea South, and Beru. The agreement of the ADB and WB to the Government of Kiribati’s request resulted in the formulation of the Kiribati Outer Island Transport Infrastructure Investment Project (KOITIIP), and the Financing Agreement was signed on 22nd March 2020.

The development objective of KOITIIP is to improve the safe and resilient transport connectivity in the selected four outer islands. The KOITIIP is financed through a US\$30 million IDA grant and a US\$12 million ADB grant.

Implementation arrangements. The Ministry of Finance and Economic Development (MFED) is the executing agency. The Marine Division under the Ministry of Information, Communication, Transport, and Tourism Development (MICTTD) is the Implementing Agency for the Hydrographic Survey and upgrading of Aids to Navigation (AtoNs) whilst the Civil Engineering Unit (CEU) within the Ministry of Infrastructure and Sustainable

Energy (MISE) is the implementing Agency for the design and construction of land infrastructures such as jetties, ramps, and terminal buildings. The MISE will also be supervising the rehabilitation work to the causeways identified under the Project. The Outer Island Implementation Unit (OIIU) and Kiribati Fiduciary Service Unit (KFSU) have been established in the MFED to support MICTTD and MISE in the management of the KOITIIP. The operational cost of the OIIU is supported by ADB and WB on a 30% to 70% share respectively, whilst the KFSU operation is supported entirely by the WB. The KFSU is providing financial management and procurement support not only to KOITIIP but to other ongoing Kiribati-WB projects such as COVID 19, PROP, and STWSP to name a few. The KFSU is expanding its support to include Safeguards services.

Purpose of the report. The report is prepared to fulfill the Grant Agreement between the Government of Kiribati and the ADB. The content of the report is specified in Section IX of the Project Administrative Manual (PAM) paragraph 57. The report should provide updates on the following:

- I. Procurement activities - Ongoing/engaged contracts and progress to the end of quarter 4 of 2021
- II. Environmental and Social safeguards
- III. Monitoring and Evaluation
- IV. Gender and Gender-Based Violence
- V. Financial management -disbursement and use of project funds – This requirement falls under the responsibility of the KFSU and lastly
- VI. Issues and ways forward

3.2 Project Description

The project aims to improve the safety and resilience of transport connectivity on the selected outer islands in the Gilbert Islands Chain of Kiribati, namely Abaiang, Nonouti, Beru, and Tabiteuea South. It will provide (i) nautical charts based on hydrographic surveys, and aids to navigation for safe inter-island navigation; and (ii) outer island access infrastructure by providing jetties, concrete boat ramps, shelters, and multipurpose maritime facilities. The project will also support institutional strengthening through technical assistance and training. The project includes the following outputs:

- **Output 1: Safety of inter-island navigation improved.** This output consists of hydrographic surveys and nautical charts being produced for the four target islands to significantly improve the safety of navigation. This is also a precursor to inform the design of the maritime works to be financed under this project and enable investments in the development of other maritime infrastructure in the future. The hydrographic surveys will also lead to more climate-resilient spatial planning by establishing a detailed baseline to monitor the impacts of climate change on marine resources, reefs, and coastline.
- **Output 2: Resilience of outer island access infrastructure improved.** This output consists of (i) ship-to-shore navigation safety improved by replacing existing defective aids to navigation (AtoNs), fabricating and installing new AtoNs and establishing a system of maintenance; (ii) island access infrastructure rehabilitated to address the needs of women, minors, and seniors by constructing a jetty, concrete boat ramps and shelters; and (iii) intra-island connectivity improved by providing technical support in building multipurpose maritime facilities and rehabilitating island crossing causeways.
- **Output 3: Enabling environment strengthened.** This output consists of (i) MICTTD and MISE's institutional and regulatory functions strengthened by providing technical assistance and training; and (ii) priority maritime projects identified and prepared for investment in the future.

Including contingencies, the estimated cost of the project is US\$42 million. ADB will finance on a grant basis the expenditures on the contracts for hydrographic surveying, AtoNs, maritime infrastructure, and capacity building programs for MICTTD and MISE. The WB will provide grant co-financing equivalent to \$30 million and will jointly finance all ADB-financed contracts as well as contracts for the rehabilitation of causeways, and the KFSU operational support component.

4. Procurement Activities

The following tables illustrate the progress of the Procurement Activities under each component of the Project:

Component 1:

Package No	Activity	Contract Signing date	Status in			Progress
			Q2	Q3	Q4	
CS-F-1	Hydrographic Survey (UKHO)	2 nd December 2020	100%	100%	100%	UKHO has been very active in supporting the Marine Division to deliver Component 1 of the Project. The bidding documents required from UKHO have been submitted and accepted by the MICTTD. The 10% claim by UKHO has been submitted to the Government of Kiribati on 3 rd September 2021. As agreed in the Contract, the invoice must be paid within 60 days by the GOK to avoid overdue payment charges. The due date was 15 th November 2021. The payment was processed by the KFSU and had been paid in full to the UKHO bank account. There was a delay in paying the ADB's share and UKHO had kindly accepted the delay at no cost

CS-F-2	Hydrographic Survey Services	The contractor is not yet engaged	70%	75%	80%	The Evaluation and Short-listing report has been submitted on STEP for WB review. WB had accepted the recommendation of the Evaluation Report. The draft RFPs had also been submitted and they are yet to be cleared by WB. This activity is classified as a high-value procurement activity that requires two layers of review. The review takes between 2 to 4 weeks. WB TTL is constantly pushing to get the results of the review to the RFP ASAP.
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Component 2

Package No	Activity	Contract signing date	Status			Progress
			Q2	Q3	Q4	
CS-F-3	Engineering Consulting Firm (mentoring, audit, QA, design, supervision)	The firm is not yet engaged	5%	10%	10%	There was no improvement since the last quarter. MISE is still finalizing the TOR for its mentoring firm.

OIIU

(70% supported by WB and 30% by ADB)

Package No	Activity	Contract signing date	Q2	Q3	Q4	Progress
CS-I-1	Chief Technical Advisor	Not yet engaged	90%	95%	96%	The negotiated contract is now pending the approval of the WB. It is expected that the Consultant will join the OIIU in February 2022.
CS-I-2	Project Manager	27 th Feb 2021	100%	100%	100%	The contract is active/ongoing
CS-I-3	Senior Engineer	Not yet engaged	0%	0%	0%	As agreed in the weekly meetings, the position will be recruited once MISE Implementing Unit needs a full-time engineer to manage project activities implemented by MISE.
CS-I-4	Social safeguards	Not yet engaged	0%	0%	0%	The Project is using the Social Safeguards recruited under the KFSU. This position must be recruited once the KFSU Manager indicates that there are additional projects to be serviced by the KFSU Social safeguard officer and that the officer will not focus solely on KOITIIP. It is anticipated that the officer needs to be recruited in February 2022.
CS-I-5	Gender/Gender-Based Violence Specialist	18 th October 2021	0%	100%	100%	The specialist is a former GGBV officer at the MWYSSA supported by the UNDP. She has been with MWYSSA for more than 5 years with a promise by the Ministry that her

						permanent position will be created. The promise did not happen until she joined OIIU.
CS-I-6	Environmental Specialist	Not yet engaged	0%	0%	0%	The Project is using the Environment Safeguard currently recruited under the KFSU. Recruitment for this position will commence in the first week of February 2022.
CS-I-7	Community Liaison Officer	27 th September 2021	0%	100%	100%	The officer is a former Senior Counselling Officer at MWYSSA. She joined OIIU because she wants to gain experience working on an ADB and WB-funded project.
CS-I-8	Monitoring and Evaluation Officer	20 th September 2021	0%	100%	100%	The officer is a former monitoring and evaluation specialist at the Kiribati Education Improvement Program, the Kiribati project funded by the Australian Government. She joined the KOITIIP because of a more favorable package. The location of the OIIU office is more convenient as it is just a five-minute walk from her home.
Additional Consulting Services						
	Hydrographic Officer	16 th August 2021	0%	100%	100%	This position is a variation to the initial procurement plan. The position was created because currently there is no existing hydrographic position in the Marine Division. The Hydrographic Specialist, Tion Uriamnutes, was engaged on a temporary appointment which ended on 13 th August 2021. It was agreed between the MICTTD and the KOITIIP that Tion

						Uriam will be supported by KOITIIP for one year while the MICTTD will facilitate the creation of the permanent Hydrographic government position for the year 2022. It has been confirmed that the hydrographic permanent position has been created and included in the 2022 budget under the Marine Division. Time will join the Marine Division once his contract ends with KOITIIP.
	Administrative Officer	Not yet engaged	0%	50%	90%	This is another variation. The position aims to support the PM who is currently overloaded with the project tasks. The position was proposed by the PM and approved by the ADB and WB. The consultant has been identified and she is currently processing her clearance with MISE. She is expected to join the KOITIIP team on the 7 th of February 2022.

KFSU

All consulting services under the KFSU are 100% supported by the WB.

Reference No	Activity	Contract signing date	Status			Progress
			Q2	Q3	Q4	
KOITIIP-INDV4	KFSU Manager		100%	100%	95%	The contract for the former KFSU Manager ended in December 2021. The new KFSU Manager is currently negotiating her contract with the GOK.
	KFSU FMO		100%	100%	50%%	Tekiera Ruaia, former FMO, has his contract ended in December 2021. The REOI closed on 17 th December 2021. The evaluation will be conducted once the lockdown.
	Procurement Officer		100%	100%	100%	Temaia Ereata – currently engaged by the Project
KI-KFSU-19421-CS-INDV 2	Finance Management Officer 2	11 th October 2021	0%	100%	100%	The Consultant Maketara Metutera is currently engaged with the KFSU
KI-KFSU-19420-CS-INDV 1	Finance Management Officer 1	4 th October 2021	0%	100%	100%	Temoaniti Tabite is currently engaged by KFSU as the FMO.

KOITIIP-INDV 6 KFSU	Procurement Officer	Not yet engaged	0	80%	100%	Bwebweata Baeni is currently working as the Procurement officer at KFSU.
KI-KFSU-19418-CS-INDV	Social Safeguard Officer	19 TH November 2021	100%	0%	100%	Putu Tofinga is currently engaged as the Social Safeguard Officer replacing Dr. Komeri.
KI-KFSU-19419-CS-INDV	Environment Safeguard Officer	28 th October 2021	0%	0%	100%	Bweneata Kaoti is currently working as the Environment Safeguard Officer.
International positions						
KI-KFSU-194815-CS-INDV	Safeguards Specialist	1 st November 2021	95%	98%	100%	Colin Millette is currently engaged as the International Safeguard Specialist.
KI-KFSU-258262-CS-INDV	Procurement Specialist	Not yet engaged	0%	5%	60%	The REOI was closed on 20 th December 2021 and there were 13 applications. The evaluation is yet to be conducted.

5. Safeguard

The environmental and social management framework (ESMF) prepared for the project describes procedural responses to identifying and managing impacts of the project throughout project implementation. The ESMF will be used by the Project safeguard personnel to provide guidance on the processes and procedures to be followed to ensure that the ADB, WB, and the country's safeguard requirements are complied with.

In addition, the recruitment of the International Safeguard Specialist aims to provide support and capacity building to the locally engaged safeguard officers. Colin Millette, the international Safeguard Specialist has signed his contract on 1st November 2021 and he is currently supporting the KFSU Safeguard officers remotely until the border reopens.

The KFSU safeguard officers are currently supporting all ongoing Kiribati World Bank projects. It was agreed by the former KFSU Manager and OIIU Project Manager that the KFSU Safeguards will continue to support the KOITIIP until the need from other Kiribati WB projects emerges. It is recommended that OIIU start recruiting its safeguard officers who will focus on the KOITIIP safeguard activities. The recruitment will commence in early February 2020.

6. Monitoring & Evaluation

a. UKHO

The Marine Division is still working closely with UKHO to progress Component 1 of the Project. UKHO continues to submit quarterly reports as agreed in the contract. UKHO had provided hydrographic survey documents that form part of the bidding documents. Such documents have been formally accepted by the Marine Division. Lastly, UKHO had worked closely with the Marine Division, OIIU, and KFSU to evaluate the EOIs for the hydrographic survey and mapping exercise. The EOI Evaluation and short-listing report had been accepted by the WB. UKHO has assisted the Marine Division to prepare the RFP documents which have been submitted and it is pending the approval of the WB.

Once approved by WB, the RFP will be shared with the short-listed contractors, and it would at least take 40 working days for the contractors to prepare their technical and financial proposals. This implies that the contract award for the Hydrographic

Survey and Mapping Exercise would be most likely to happen in mid-2022. Referring to the project implementation plan in the PAM, the contract award for the surveying work should have happened in Q4 of 2020. This indicates that the project is currently delayed for more than 1 year. The schedule in the PAM needs to be revised to reflect what is happening on the ground.

b. Safeguard instruments

The Grant Agreement between ADB and the Republic of Kiribati as well as the Financing Agreement between the WB and the Government of Kiribati highlighted the need to provide safeguard instruments before commencing any project activities, especially the civil works. This is the first and major assignment of the OIIU safeguard officers who will be supported by the international safeguard specialist. It is important to note that failure to provide the instruments would lead to project delays.

Referring to the Project Schedule, the activity that will be conducted in the year 2022 is the Hydrographic Survey and Mapping Exercise. The KFSU Safeguards are currently supporting the KOITIIP by progressing the Environmental License for this activity. It is expected that clearance from the Ministry of Environment will be obtained before the contract is awarded to the Surveying Contractor.

Preparation of the ESIA/ESMP and application for the Environmental License for activities under Component 2 of the KOITIIP needs to commence as soon as possible. This means that the decision needs to be made if the preparation of the safeguard documents can be included as part of the Contract for the marine infrastructure works on Abaiang and Beru. The decision on who will be doing the safeguard documents for Project activities that fall under the Force Account also needs to be finalized. MISE currently does not have the capacity and resources to prepare these documents. The best approach is to outsource this activity as KFSU safeguard officers are fully committed to providing support to other ongoing WB projects.

7. Communications, consultations & GRM

The Stakeholder Engagement Plan (SEP) that has been prepared for the Project has been reviewed by the KOITIIP team. The SEP defines a technically and culturally appropriate approach to consultation and disclosure; to improve and facilitate decision making and create an atmosphere of understanding that actively involves project-affected people and other stakeholders promptly so that these groups are provided sufficient opportunity to voice their opinions and concerns that may influence Project decisions. The SEP has been used in the recent consultation between the implementing agencies, MICTTD and MISE, and their stakeholders on the four outer islands

The consultation was conducted to the island communities according to the schedule below.:

Island	Consultation Date	
Abaiang	7 th November 2021	14 th November 2021
Tab-South	19 th November 2021	26 th November 2021
Nonouti	2 nd December 2021	11 th December 2021
Beru	14 th January 2022	22 nd January 2022

The objective of the mission was to inform the island council members and island communities (village communities identified in the SEP) of the updates on the KOITIIP. The mission was also aimed to have a detailed discussion with the island communities on the following:

- a. Tentative Implementation timelines for the Project to allow the island councils to start planning and re-prioritizing their island development activities to ensure they will be able to support the implementation of the KOITIIP
- b. KOITIIP development activities on each of the four islands
- c. Ensure that the proposed GRM identified in the ESMF/SEP is suitable to the communities. The discussion extended to identify

island council and villages'/communities' representatives who will involve in operating the GRM.

- d. The social and environmental impacts of the Project and discussion on practical mitigation measures
- e. Supports that will be required from the island council and communities to successfully implement the Project.
- f. Updates that need to be included in the SEP
- g. The GGBV and how it will help the island communities during the project implementation
- h. Baseline data and how they will be used to measure the success of the Project.

8. Gender Action Plan & Gender-Based Violence Framework

The project is categorized as Effective Gender Mainstreaming (EGM) and includes an ADB Gender Action Plan (GAP) with 11 GAP activities and 14 qualitative gender targets. Five of the 14 qualitative gender-related targets are integrated into the project's Design and Monitoring Framework.

The Gender and Gender-Based Violence Specialist has been recruited for the overall implementation, monitoring, and reporting of the GAP and the GBV framework and she is taking the lead in the implementation of the GBV GRM. She started by understanding the ESMF and other project documents related to the GGBV. Her key responsibilities include:

- Ensure that all KOITIIP activities have equal access and opportunities to all gender identities in Kiribati
- Implement and monitor Gender and GBV action plan and framework and GAP ensure all stakeholders and contractors understand their roles and deliver their targets
- Establish, maintain and report on the GBV GRM and lastly
- Provide training and assistance on all GGBV activities.

Updates on the GAP implementation, using the standard GAP reporting template, will be integrated into OIIU's quarterly progress reports submitted to ADB.¹ Please refer to Annex 3 for the reporting template (GAP Monitoring Report).

9. Outer Island Mission

The program on the outer islands started with the meeting with the island council. It was in this meeting that the full details of the Project, the implementation schedules, safeguard requirements, GRM, GBV GRM, stakeholder engagement plan, and potential impacts of the Project were presented and discussed. The information presented was extracted from the ESMF. Translated information on pamphlets was also distributed to allow attendees to share the information with their communities. It was agreed in the meeting that all grievances will be registered by the Island Development Officer (IDO) at the island council office and will be handled according to the GRM procedures stated in the ESMF. The Community Liaison Officer will continue to monitor and track all grievances through regular communication with the IDOs.

The same information was presented to the village communities during the consultation. Details on the mission will be presented in the Mission Trip Report that is currently finalized by the team.

10. Financial Management

A separate financial report will be submitted by KFSU

¹ ADB. [Project Administration Manual](#), Performance Monitoring, Evaluation, Reporting, and Communication, paragraph 55.

11. Issues and Recommendations

The following are issues that need to be considered and monitored carefully:

Issues reported in the last Quarter	Impact on Project	Recommendation
Internet	Communication issues with WB, ADB, and international contractor	OIIU staff are currently using their mobile internet which sometimes does not have good internet. The OIIU has received approval from WB to install a VSAT internet with a monthly charge of AUD\$856.00.
The internet issue has been resolved. The OIIU is now having the best internet in the MFED office.		
Marine Division, OIIU, and KFSU are not familiar with WB Procurement Procedures	Delay the implementation of the project activity	Recruit a Procurement Specialist to do a pre-review of the procurement documents to be submitted to WB so the approval is granted after the WB initial review.
The Procurement Specialist is currently ongoing. KFSU is facilitating the evaluation process on the 13 applications received.		
Delayed response from WB to submission on STEP	Delay the implementation of the project activity	Follow up on weekly meetings and emails to TTL
This is still an issue. The reason is that procurement activities under the KOITIIP such as the Hydrographic Survey are classified by the WB as high-value activities and therefore undergo two layers of the assessment: technical and management. The only solution is to start early on the procurement of activities instead of working according to the Project Schedule.		
Financial Management Quarterly report from KFSU	Can cause delays if the finance report is not submitted promptly	KFSU is recruiting more staff to ease the load on its existing staff.

New issues		
New Issue	Impacts	Recommendation
Safeguard clearances	KFSU safeguard officers have commitments from other WB projects and would not be able to provide full support. This will potentially cause delays.	The OIIU safeguard officers are to be recruited ASAP.
Lockdown due to community transmission of Covid-19	The border is closed again which will delay the mobilization of the international firm to conduct the Hydrographic Survey.	

12. Conclusion

The Procurement of the firm that will conduct the hydrographic survey is still ongoing. Because the value of the hydrographic survey is more than US \$6 million, the WB has carefully reviewed all procurement documents, and this takes some time.

The KFSU is recruiting the Procurement Specialist to support the OIIU and Marine Division to ensure documents submitted to WB directly follow the Procurement regulations.

The Chief Technical Advisor has negotiated his contract with the Government of Kiribati. The negotiated contract is now pending the approval of the WB. It is anticipated that the consultant will commence his appointment in early February 2022.

The mission to the outer islands has been completed. All Island Councils and island communities accepted the Project and look forward to the implementation on their island.

The GRM and GBV GRM were introduced during the mission and the island councils have nominated their representatives who will operate these systems on their island.

Lastly, there is a need for the OIIU to provide an updated overall Project Implementation Schedule. The schedule will then be discussed with the WB and ADB. The schedule will indicate timelines that need to be met by the GOK, consultants, and WB to maintain the Project completion date.

Annex 1: Requirements of the Grant Agreement – ADB

Section	Description	Does it comply?
Article IV		
4.02	Maintain separate accounts and records for the project	Done
	Prepare annual financial statements for the Project in accordance with financial reporting standards acc	Not yet due
	Have financial statements audited annually by independent auditors whose qualifications, experience, and terms of reference are acceptable to ADB, in accordance with auditing standards acceptable to ADB	Not yet due
	As part of each such audit, have the auditors prepare a report, which includes the auditors' opinions on the financial statements and the use of the Grant proceeds, and a management letter, which sets out the deficiencies in the internal control of the Project that was identified in the course of the audit	Not yet due
	Furnish to ADB, no later than 6 months after the end of each related fiscal year, copies of such audited financial statements, audit report, and manage letter.	<i>(Note: The 2020 report was deferred due to limited financial activity). The due date for the report is on or before 30th June 2022.</i>
Schedule 3		
2 (a)	The Procurement of Goods, Works, and Services is carried out per the Procurement Framework	Yes
2 (b)	Goods, Works, and Services shall be procured based on the detailed arrangements outlined in the Procurement Plan, including the procurement and selection methods, the type of bidding documents, and review requirements. The Recipient may modify the detailed arrangements outlined in the Procurement Plan only with the prior agreement of ADB, and such modifications must be set out in the updates to the Procurement Plan	Yes
2 (c)	All goods and Works procured and Services obtained do not violate or infringe any industrial property or intellectual property right or claim of any third party	Yes
	All contracts for the procurement of Goods, Works, and Services contain appropriate representations, warranties, and if appropriate indemnities from the contractor, supplier, consultant, or service provider concerning the matters referred to in this subparagraph.	Yes
3	The Recipient will not award any Works contract which involves environmental impacts until: the Recipient's Ministry of Environments, Lands and Agricultural Development has granted final approval of the respective ESIA and the Recipient has incorporated the relevant provisions from the respective ESMP into the Works contract	The GOK is currently complying with this requirement

4	The Recipient will not award any Works contract which involves involuntary resettlement impacts until the Recipient has prepared and submitted to ADB the final Resettlement Plan for the Project site based on the Project's detailed design and obtained ADB's clearance of such Resettlement Plan.	Not yet due
5	The Recipient shall ensure that the preparation, design, construction, implementation, operation, and decommissioning of the Project and all Project facilities comply with (a) all applicable laws and regulations of the Recipient relating to environment and requirements set forth in the respective ESIA and ESMP, and any corrective or preventative actions set forth in a Safeguards Monitoring Report.	Not yet due
6	The Recipient shall ensure that all land and all rights-of-way required for the Project are made available to the Works contractor in accordance with the schedule agreed under the related Works contract and all land acquisition and resettlement activities are implemented in compliance with (a) all applicable laws and regulations of the Recipient relating to land acquisition and involuntary resettlement; (b) the Involuntary Resettlement Safeguards; (c) the Resettlement Framework; and (d) all measures and requirements set forth in the respective Resettlement Plan, and any corrective or preventative actions set forth in a Safeguards Monitoring Report.	Not yet due
7.	Without limiting the application of the Involuntary Resettlement Safeguards, the Resettlement Framework, or the respective Resettlement Plan, the Recipient shall ensure that no physical or economic displacement takes place in connection with the Project until: (a) compensation and other entitlements have been provided to affected people in accordance with the Resettlement Framework and the respective Resettlement Plan; (b) a comprehensive income and livelihood restoration program has been established in accordance with the Resettlement Framework and the respective Resettlement Plan	Noted
8	The Recipient shall ensure that the Project does not impact indigenous people within the meaning of the SPS. If due to unforeseen circumstances, the Project impacts indigenous people, the Recipient shall take all steps necessary or desirable to ensure that the Project complies with all applicable laws and regulations of the Recipient and with the SPS	Complying – the mission to the outer islands will discuss the impacts of the projects with indigenous people
9	The Recipient shall make available necessary budgetary and human resources to fully implement each ESMP, the Resettlement Framework, and each Resettlement Plan	Not yet due
10	The Recipient shall ensure that all bidding documents and contracts for Works contain provisions that require contractors to:	

	a. Comply with the measures relevant to the contractor set forth in the respective ESIA. ESMP, Resettlement Plan (to the extent they concern impacts on affected people during construction), and any corrective or preventative actions set forth in a Safeguards Monitoring Report	Not yet due
	b. Make available a budget for all such environmental and social measures	Not yet due
	c. Provide the Recipient with written notice of any unanticipated environmental, resettlement, or indigenous people risks or impacts that arise during construction, implementation, or operation of the Project that was not considered in the respective ESIA, ESMP, Resettlement Framework, or Resettlement Plan	Not yet due
	d. Adequately record the condition of roads, agricultural land, and other infrastructure before starting to transport materials and construction	Not yet due
	e. Reinstate pathways, other local infrastructure, and agricultural land to at least their pre-project condition upon the completion of construction	Noted
11	The Recipient shall do the following	
	a. Submit semi-annual Safeguards Monitoring Reports to ADB and disclose relevant information from such reports to affected persons promptly upon submission	Complying
	b. If any unanticipated environmental and/or social risks and impacts arise during construction, implementation, or operation of the Project that was not considered in any ESIA, EMP, Resettlement Framework, or Resettlement Plan, promptly inform ADB of the occurrence of such risks or impacts, with a detailed description of the event and proposed corrective action plan	Not yet due
	c. report any actual or potential breach of compliance with the measures and requirements outlined in any ESMP, Resettlement Framework, or Resettlement Plan promptly after becoming aware of the breach.	Not yet due
13	The Recipient shall ensure that the core labor standards and the Recipient's applicable laws and regulations are complied with during Project implementation. The Recipient shall include specific provisions in the bidding documents and contracts financed by ADB under the Project requiring that the contractors, among other things	

	a. Comply with the Recipient's applicable labor law and regulations and incorporate workplace occupational safety norms	Complying
	b. Do not use child labor	Complying
	c. Do not discriminate workers in respect of employment and occupation	Complying
	d. Do not use forced labor	Complying
	e. Allow freedom of association and effectively recognize the right to collective bargaining	Complying
	f. Disseminate or engage appropriate service providers to disseminate, information on the risks of sexually transmitted diseases, including HIV/AIDS, to the employees of contractors engaged under the Project and to members of the local communities surrounding the Project area, particularly women.	Yes
14	The Recipient shall strictly monitor compliance with the requirements set forth in paragraph 13 above and provide ADB with regular reports.	Yes
15	The Recipient shall ensure that	
	a. The GAP is implemented in accordance with its terms	Complying
	b. The bidding documents and contracts that include relevant provisions for contractors to comply with the measures set forth in the GAP	Complying
	c. Adequate resources are allocated for implementation of the GAP	Not yet due
	d. Progress on implementation of the GAP including progress toward achieving key gender outcome and output targets, are regularly monitored and reported to ADB	Complying
16	The Recipient shall make available through budgetary allocations or other means, all counterpart funds required for the timely and effective implementation of the Project including any funds required	
	a. Compensation costs for safeguard impacts	Not yet due
	b. Mitigation of unforeseen environmental and social impacts	Not yet due
	c. Any additional costs arising from design changes, financing gaps, or construction or installation costs	Not yet due
17	The Recipient shall ensure the allocation and availability of a sufficient budget or subsidy, on an annual basis, for the operations and maintenance of Project Facilities and ensure that the Project facilities are included in an asset management information system established to account for the assets of the Recipient	Not yet due
18	The Recipient, the Project Executing Agency, and the implementing agencies shall:	
	a. Comply with ADB's Anticorruption Policy (1998, as amended to date) and acknowledge that ADB reserves the right to investigate	Complying

	directly, or through its agents, any alleged corrupt, fraudulent, collusive, or coercive practice relating to the Project	
	b. Cooperate with any such investigation and extend all necessary assistance for satisfactory completion of such investigation	Not yet due
	c. The Recipient, the Project Executing Agency, and the implementing agencies shall ensure that the anti-corruption provisions acceptable to ADB are included in all bidding documents and contracts, including provisions specifying the right of ADB to audit and examine the records and accounts of the executing and implementing agencies and all contractors, suppliers, consultants, and other service providers as they relate to the Project.	Complying

Annex 2: Requirements of the Financing Agreement (WB & GOK)

Section/Part	Description	Progress/Does the Government comply?
Schedule 1		
1	Safe Inter-Island Navigation- Carrying out activities to improve the safety of inter-island navigation including:	
a	Conducting hydrographic surveys and preparing and publishing maritime charts	EOI evaluation report is under review by the WB
b	Providing and installing tide gauges and current meters	Not yet due
c	Providing contract management services to support activities under Part 1	Ongoing – OIIU and MICTTD are currently managing the Contract of UKHO. UKHO is to supervise the hydrographic survey and to convert the survey data into navigational charts.
2	Resilient Outer Island Access Infrastructure	
1	Improvement of Ship Safety Navigation	
a	Designing and installing new aids to navigation and replacing existing ineffective aids to navigation in locations informed by the hydrographic surveys and maritime charts prepared under Part 1a of the Project	ATON specification has been produced in the preparation phase of the KOITIIP. The design and build contract will be discussed further with WB ADB and GOK. This is another important task that needs to be confirmed before the actual start of the hydrographic survey.
b	Providing technical assistance to develop a system for maintenance of aids to navigation and preparing safeguard documents.	This activity will become part of the Contract for the Contractor who will design and build the ATON according to the Specification produced in the Preparation Phase of the Project.
2	Rehabilitation of Island Access Infrastructure	
	Carrying out activities to construct and rehabilitate infrastructure to improve maritime access to Selected Outer Islands, as informed by the hydrographic surveys and maritime charts under Part 1a of the Project including:	
a	Designing and constructing a new jetty, passenger terminal, concrete ramp, and associated infrastructure on the Recipient's island of Abaiang; undertaking small scale dredging in	The design and construction of the Jetty and dredging still await the recruitment of an independent contractor.

		Tebikeriki, on the Recipient's island of Beru; and constructing a passenger terminal and associated infrastructure, and upgrading the seawall on Recipient's island of Beru; including preparing site assessments and safeguards documents	
	b	constructing small multipurpose maritime facilities on Recipient's islands of Nonouti and Tabiteuea South, including a boat ramp, shelter, and aids to navigation workshop; preparing site assessments and safeguard documents; and providing associated small equipment	Not yet due
	c	Providing technical assistance for the design, construction and maintenance activities under Part 2.2(b) of the Project, including conducting engineering studies, carrying out capacity development activities for the Recipient's staff, preparing safeguard documents, and conducting quality assurance audits.	This will form part of the Contractor Agreement for 2.2 (b)
3		Rehabilitation of Lagoon Crossings	
	a	Rehabilitating and upgrading existing causeways identified and selected by the criteria and procedures specified in the Project Operations Manual to ensure climate resilient access to Selected Outer Islands, including preparing site assessments and preparing safeguard documents, and carrying out activities related to the maintenance of the causeways.	Not yet due
	b	Providing technical assistance for the design, construction, and maintenance activities under Part 2.3(a) of the Project, including conducting site investigations and engineering studies, carrying out supervision of works, conducting quality assurance audits, preparing safeguard documents, and carrying out capacity development activities for staff and personnel of the Ministry of Infrastructure and Sustainable Energy ("MISE").	Awaits the recruitment of MISE mentoring firm. MISE is still preparing the TOR for the mentoring firm. The TOR is under review by WB.
3		Strengthening the Enabling Environment	
	1	Institutional Strengthening - Providing technical assistance to the Ministry of Information, Communications, Transport and Tourism Development ("MICTTD") and MISE to increase their capacity to implement the Project and manage transport infrastructure,	

	including:	
a	conducting assessments and studies, and training MICTTD staff on the development and management of a marine spatial database; and	Not yet – UKHO is now currently working with MICTTD on the development of bidding documents for the survey work. This is also part of the capacity building. Tion is the key person from MICTTD who is currently working with UKHO.
b	developing a MISE capacity investment plan and providing associated training, program licenses and software.	OIIU and KFSU are still waiting for the specification of the software. It is recommended that MISE purchases software or computer programs that the mentoring firm is familiar with or currently use in its everyday business.
2	Operational Support for the Outer Island Implementation Unit	
	Providing technical and operational assistance to the Outer Islands Implementation Unit (“OIIU”) on Project management and implementation, including audits, training of Project staff and personnel, supporting overall supervision of the Project, providing small equipment, reporting, monitoring and evaluation, and safeguard monitoring; and supporting gender informed activities, including citizen engagement, outreach activities, and developing employment networks designed to increase women’s participation and prevent gender-based violence.	OIIU PM is currently paid under the fund dedicated for the support of the OIIU.
3	Operational Support for the Kiribati Fiduciary Services Unit	
	Strengthening capacity of the Kiribati Fiduciary Services Unit (“KFSU”) in providing Project management and implementation support to this Project and other IBRD and/or Association financed or co-financed projects in the Recipient’s territory, including audits, providing small equipment, training Project staff and personnel,	KFSU is still recruiting its Financial Management Officers to increase its capacity to provide financial management and procurement services to ongoing WB projects. There have been delays in providing financial reports however it is expected that

	reporting, and monitoring and evaluation.	once the new KFSU Manager is engaged, all outstanding tasks will be attended as required.
Part 4 – Contingent Emergency Response		
	Providing immediate response to an Eligible Crisis or Emergency, as needed.	
SCHEDULE 2: PROJECT EXECUTION		
Section 1 IMPLEMENTATION ARRANGEMENT		
A	Institutional Arrangements	
1	The Recipient shall maintain until the Closing Date, the Development Coordination Committee, with a mandate, composition and resources satisfactory to the Association, which shall be: (i) chaired by the Secretary to Cabinet (or their representative), and comprising, <i>inter alia</i> , the secretaries (or their representatives) of the Ministry of Finance and Economic Development (“MFED”), MISE, MICTTD, Ministry of Internal Affairs, Ministry for Women, Youth, Sports and Social Affairs, and Ministry of Environment, Lands and Agriculture Development, and other members as specified in the Project Operations Manual; and (ii) responsible for, <i>inter alia</i> , providing general oversight, coordination, strategic direction and guidance for the Project.	The DCC has been established and meets every month to discuss national issues. It is proposed by Secretary MFED and OIIU Project Manager that the KOITIIP will be discussed by the DCC biannually. It is expected that KOITIIP will be presented to DCC by June 2022.
2	The Recipient shall, by no later than three (3) months after the Effective Date (or such later date which the Association has confirmed in writing is acceptable to the Association in its sole discretion), establish and thereafter maintain until the Closing Date, a Project Technical Taskforce, with a mandate, composition and resources satisfactory to the Association, which shall: (i) be chaired by the Project manager of the OIIU (or their representative), and comprising, <i>inter alia</i> , technical staff representatives from MISE, MICTTD, Ministry of Internal Affairs, Ministry of Environment, Lands and Agriculture Development, and key personnel from OIIU; and (ii) be responsible for, <i>inter alia</i> , providing technical oversight of the	The first meeting of the Project Technical Taskforce, TTF, was in March 2021. The only member turning up were representatives from the Ministry of Women, Youth and Social Affairs. Another TTF meeting was held in April 2021 and all expected participants attended the meeting. Participants were: MISE, MWYSSA, MELAD, MIA, MICTTD, OIIU, and KFSU. Another meeting was convened in November 2021 to review preparation

	Project, preparing Annual Workplans and Budgets and ensuring that the Project meets its development objectives.	work for the Outer Island mission.
3	The Recipient shall vest in MFED: (i) the overall responsibility for coordination and implementation of the Project; (ii) the responsibilities on implementation of Parts 3.2, 3.3 and 4 of the Project; and (iii) the responsibilities on Project management and fiduciary aspects of Project implementation, all in accordance with the provisions of this Agreement and the Project Operations Manual.	Done - KFSU was created within MFED by the KRRP and KOITIIP is currently maintaining that set up until now.
4	Without limitation to the generality of Section I.A.3 above, the Recipient shall, by no later than three (3) months after the Effective Date (or such later date which the Association has confirmed in writing is acceptable to the Association in its sole discretion), establish and thereafter maintain until the Closing Date, an OIIU within MFED, with a mandate, composition and resources satisfactory to the Association, which shall: (i) be responsible for, <i>inter alia</i> , carrying out day-to-day implementation of activities under Part 3.2 of the Project and Project management and fiduciary aspects of Project implementation, including safeguards compliance, and monitoring and evaluation, with support from KFSU on, <i>inter alia</i> , procurement and financial management; and (ii) unless otherwise agreed with the Association or specified in the Project Operations Manual, include at all times the following minimum staff and/or personnel, or be supported by such specialists from KFSU: (A) a Project manager; (B) a chief technical advisor; (C) a procurement specialist; (D) a social safeguards specialist; (E) an environmental safeguards specialist; (F) a gender or gender-based violence specialist; and (G) a community liaison specialist; each with terms of reference, qualifications and experience satisfactory to the Association.	OIIU has been established. The OIIU has been given a new office which was used to be a boardroom.
5	Without limitation to the generality of Section I.A.3 above, the Recipient shall maintain until the Closing Date (or such	Done - KFSU was created within MFED by the KRRP and KOITIIP is currently

	<p>other date which the Association has confirmed in writing is acceptable to the Association in its sole discretion), KFSU within MFED, with a mandate, composition and resources satisfactory to the Association, which shall: (i) be responsible for, <i>inter alia</i>, carrying out day-to-day implementation of activities under Part 3.3 of the Project, and supporting OIIU on fiduciary aspects of Project implementation, including procurement and financial management; and (ii) unless otherwise agreed with the Association or specified in the Project Operations Manual, include at all times the following minimum staff and/or personnel: (A) a procurement specialist; (B) a financial management specialist; and (C) a safeguards specialist; each with terms of reference, qualifications and experience satisfactory to the Association.</p>	<p>maintaining that set up until now.</p>
6	<p>The Recipient shall vest the responsibilities on technical implementation of: (i) Parts 2.2(b), 2.2 (c) and 2.3 of the Project in MISE; and (ii) Part 3.1 of the Project jointly in MISE and MICTTD, all in accordance with the provisions of this Agreement, the Project Operations Manual and the MISE Implementation Manual.</p>	<p>Yes - the GOK is following this arrangement</p>
7	<p>The Recipient shall vest the responsibilities on technical implementation of: (i) Parts 2.2(b), 2.2 (c) and 2.3 of the Project in MISE; and (ii) Part 3.1 of the Project jointly in MISE and MICTTD, all in accordance with the provisions of this Agreement, the Project Operations Manual and the MISE Implementation Manual.</p>	<p>Yes - the GOK is following this arrangement</p>
8	<p>Without limitation to the generality of Section I.A.7 above, the Recipient shall, by no later than three (3) months after the Effective Date (or such later date which the Association has confirmed in writing is acceptable to the Association in its sole discretion), establish and thereafter maintain until the Closing Date, an MISE Implementation Unit within MISE, with a mandate, composition and resources satisfactory to the Association, which shall: (i) be responsible for, <i>inter alia</i>, carrying out day-to-day technical implementation</p>	<p>Yes - the GOK is following this arrangement – MISE has drafted a Ministerial directive note regarding the establishment of the MISE-Implementing Unit</p>

	of Parts 2.2(b) and 2.3(a) of the Project; and (ii) include at all times the following minimum staff and/or personnel: (A) a Project manager; and (B) a senior civil engineer; each with terms of reference, qualifications and experience satisfactory to the Association	
B	Project Operational Manual	The draft POM has been submitted to the WB. Only Sam Johnson provided feedbacks.
1	By not later than two (2) months after the Effective Date (or such later date which the Association has confirmed in writing is acceptable to the Association in its sole discretion), the Recipient shall:	
a	prepare a manual, in form and substance satisfactory to the Association, which shall set forth, <i>inter alia</i> , the following detailed arrangements and procedures for the implementation of the Project: (i) implementation arrangements, including the division of roles and responsibilities between the implementing ministries and their relevant units, the Island Councils, the <u>Development Coordination</u> Committee and the Project Technical Taskforce; (ii) procurement procedures and standard procurement documentation; (iii) reporting requirements, financial management procedures and audit procedures; (iv) Project performance indicators; (v) arrangement and procedures for environment and social safeguard management; (vi) monitoring and evaluation arrangements; (vii) the criteria and procedures for identifying any additional Selected Outer Islands and identifying and prioritizing investments under Part 2 of the Project; and (viii) any other administrative, financial, technical or organizational arrangements and procedures as may be necessary for the implementation of the Project and the achievement of its development objectives	
b	furnish to, and exchange views with the Association on such manual promptly upon its preparation; and	
c	adopt such manual as shall have been accepted by the Association ("Project Operations Manual").	
2	The Recipient shall thereafter implement the Project in accordance with the Project Operations Manual, and except as the Association shall otherwise agree in writing, the Recipient shall not	

	amend, suspend, abrogate, repeal or waive any provisions of the Project Operations Manual.	
3	In the event of any conflict between the provisions of the Project Operations Manual and those of this Agreement, the provisions of this Agreement shall prevail.	
C	MISE Implementation Manual	MISE is yet to draft this document
1	By not later than twelve (12) months after the Effective Date (or such later date which the Association has confirmed in writing is acceptable to the Association in its sole discretion), the Recipient shall:	
a	prepare a manual, in form and substance satisfactory to the Association, which shall set forth, <i>inter alia</i> , the following detailed arrangements and procedures for the implementation of activities under Parts 2.2(b) and 2.3(a) of the Project: (i) implementation arrangements; (ii) procurement procedures and standard procurement documentation; (iii) reporting requirements, financial management procedures and audit procedures; (iv) arrangement and procedures for environment and social safeguard management, including gender and gender-based violence prevention and mitigation activities; (v) monitoring and evaluation arrangements; (vi) technical procedures and design specifications; and (vii) any other administrative, financial, technical and organizational arrangements and procedures as may be necessary for the implementation of Parts 2.2(b) and 2.3 (a) of the Project.	
b	furnish to, and exchange views with the Association on such manual promptly upon its preparation; and	
c	adopt such manual as shall have been accepted by the Association (“MISE Implementation Manual”).	
2	The Recipient shall thereafter implement Parts 2.2(b) and 2.3(a) of the Project in accordance with the MISE Implementation Manual, and except as the Association shall otherwise agree in writing, the Recipient shall not amend, suspend, abrogate, repeal or waive any provisions of the MISE Implementation Manual.	

3	In the event of any conflict between the provisions of the MISE Implementation Manual and those of this Agreement and/or the Project Operations Manual, the provisions of this Agreement and the Project Operations Manual shall prevail, in that order of priority.	
D	Annual Work Plans and Budgets	Complying – the budget has been submitted to the WB.
1	<p>The Recipient shall prepare and furnish to the Association, by not later than one (1) month after the Effective Date and June 30 of each subsequent year during the implementation of the Project (or such other interval or date as the Association</p> <p>The Recipient shall prepare and furnish to the Association, by not later than one (1) month after the Effective Date and June 30 of each subsequent year during the implementation of the Project (or such other interval or date as the Association may agree), for the Association's review and no-objection, an Annual Work Plan and Budget, which shall, <i>inter alia</i>: (a) list all activities (including Operating Costs and Trainings and Workshops) proposed to be included in the Project in the Recipient's following fiscal year; (b) provide a budget for their financing (with a financial plan specifying all sources of financing including the Financing, the Co-financing and any other resources provided by the Recipient); and (c) describe the environmental and social safeguard measures taken or planned to be taken in accordance with the provisions of Section I.F of this Schedule 2.</p>	
	The Recipient shall ensure that the Project is implemented in accordance with the Annual Work Plans and Budgets accepted by the Association for the Recipient's respective fiscal year; provided, however, that in the event of any conflict between the Annual Work Plans and Budgets and the provisions of this Agreement, the provisions of this Agreement shall prevail.	
	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	SAFEGUARDS	
1		
a	the Project is carried out with due regard to appropriate health, safety, social, and environmental practices and standards, and in accordance with the Safeguard Instruments;	The Project is recruiting Safeguards Officers to ensure that safeguard issues are addressed by the Project.
b	<p>for each activity under the Project for which the Environmental and Social Management Framework (“ESMF”) and the Resettlement Framework (“RF”) provide for the preparation of an Environmental and Social Impact Assessment (“ESIA”), an Environmental and Social Management Plan (“ESMP”) and/or a Resettlement Action Plan (“RAP”):</p> <p>proceed to have such ESIA, ESMP and/or RAP as appropriate: (A) prepared and disclosed in accordance with the ESMF and the RF, respectively; (B) consulted upon adequately with people affected by the Project as per the ESMF and the RF, respectively, and submitted to the Association for review and approval; and (C) thereafter adopted, prior to implementation of the activity; and</p> <p>take such measures as shall be necessary or appropriate to ensure compliance with the requirements of such ESIA, ESMP and/or RAP in a manner satisfactory to the Association; and</p>	
c	<p>all measures are taken to implement the RAPs in a manner and timeframe satisfactory to the Association. To this end, the Recipient shall ensure that:</p> <p>funds are made available to cover all the costs of implementing the RAPs;</p> <p>prior to carrying out activities which involve displacement, Affected Persons shall be compensated at full replacement cost, resettled and provided with assistance in accordance with the RAPs, as applicable; and</p> <p>the implementation, monitoring and</p>	

	evaluation of such RAPs is completed and reported in a manner satisfactory to the Association.	
2	The Recipient shall ensure that the MISE Implementation Manual, all bidding documents and contracts for civil works under the Project include the obligation of all implementing ministries, local labor, contractors, subcontractors, and supervising entities to: (a) comply with the relevant aspects of Safeguard Instruments; (b) adopt and implement measures to assess and manage the risks and impacts of labor influx and workers' camps; and (c) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing measures on environmental, social, health and safety, gender-based violence and violence against children; all as applicable to such civil works commissioned or carried out pursuant to said contracts.	
3	The Recipient shall ensure that: (a) all consultancies related to technical assistance, design and capacity building under the Project, the application of whose results could have environmental, social and health and safety implications, shall only be undertaken pursuant to terms of reference reviewed and found satisfactory by the Association; and (b) such terms of reference shall require the technical assistance, design and capacity building activities to take into account the requirements of the applicable Safeguard Policies and EHS Guidelines	
4	<p>The Recipient shall ensure that the Emergency Response Part does not include any activities and expenditures on the negative list set forth in the CERC ESMF; and</p> <p>if any activities under Emergency Response Part, would, pursuant to the CERC ESMF, require the preparation of a CERC ESMP, the Recipient shall ensure that: (i) no such activities shall be implemented unless and until such CERC ESMP is prepared, consulted upon, approved, adopted and disclosed in accordance with the provisions of the CERC ESMF; and (ii) thereafter such measures are taken as shall be necessary or</p>	

	appropriate to ensure compliance with the requirements of such CERC ESMP.	
5	<p>Without limitation upon its other reporting obligations under this Agreement, the Recipient shall:</p> <p>(a) take all measures necessary on its part to regularly collect, compile, and submit to the Association, as part of the Project Reports, and promptly in a separate report whenever the Association may require or whenever the circumstances warrant, information on the status of compliance with the Safeguard Instruments, all such reports in form and substance acceptable to the Association, setting out, <i>inter alia</i>: (i) the status of implementation of the Safeguard Instruments; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the Safeguard Instruments; and (iii) corrective and preventive measures taken or required to be taken to address such conditions;</p>	

	<p>(b) promptly furnish to the Association a copy of each progress report prepared and submitted by any entity (including any engineer) supervising the Project's civil works, the Project's contractors and/or subcontractors; and</p> <p>(c) promptly notify the Association of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers.</p>	
6	The Recipient shall maintain, throughout Project implementation, and publicize the availability of a grievance mechanism, in form and substance satisfactory to the Recipient, to hear and determine fairly and in good faith all complaints raised in relation to the Project, and take all measures necessary to implement the determinations made by such mechanism in a manner satisfactory to the Recipient.	
7	Except as the Association shall otherwise agree in writing, the Recipient shall ensure that none of the provisions of the Safeguard Instruments be abrogated, amended, repealed, suspended or waived. In case of any	

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

	<p>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</p> <p>(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.</p>	



Annex 3: Gender Action Plan (GAP) Monitoring Report

Date of GAP Update: 31/12/2021

Project Title: Outer Islands Transport Infrastructure Investment Project

Country: Kiribati

Approval Number: Grant 0713-KIR

Gender Mainstreaming Category: Effective Gender Mainstreaming

(GAP Activities, Indicators and Targets, Timeframe and Responsibility)	Progress (What To Report)	Issues and Challenges
Output 2: Resilient outer island access infrastructure ship-to-shore transfer and land transport improved. 2a. 30 new ATONs installed (2019 baseline: 0). 2b. 1 jetty, 4 boat ramps, and 2 multipurpose maritime and maintenance facilities/workshops all designed with EWCD friendly features (2019 baseline: 0).		
DMF-gender Target 2.1. 1 jetty, 4 boat ramps and 2 shelters, and 2 multipurpose maritime facilities designed with features that are friendly to older people, women, children, and people with disability (2020 baseline: 0)	Not yet due	
Target 2.2 Women employed by the project in skilled and unskilled positions (Target: 40% women).	The Project is in its first year of implementation. The main activity for the first year is the recruitment of the OIIU team. Currently, 60% of the OIIU team are women.	
Target 2.3 At least 1 community consultation in each project site organized to raise awareness of women working in non-traditional sectors conducted by the contractor (Target: 50% women).	Not yet due	

(GAP Activities, Indicators and Targets, Timeframe and Responsibility)	Progress (What To Report)	Issues and Challenges
Activity 2.1 Equal pay for work of equal value for men and women working on the project guaranteed by the contractor.	Not yet due	
Activity 2.2 Facilities at and around the project site meet needs of men and women working on construction, such as separate, well-lit and lockable and easily accessible toilets and locker rooms (Target: all project sites).	Not yet due	
Activity 2.3 KOITIIP GBV requirements (code of conduct, signage on GBV, consultations, GRM for receiving, registering, referring, and reporting complaints) supported by the contractor.	Not yet due	
Target 2.4 All (100%) infrastructure / facilities built by the project respond to the needs of women, children, the elderly and disabled: (i) well-lit; (ii) sheltered from rain and sun; (iii) priority seating; (iv) handrails and safety barriers; and (v) flush toilet (Nonouti) (Target: all project infrastructure facilities).	Not yet due	

(GAP Activities, Indicators and Targets, Timeframe and Responsibility)	Progress (What To Report)	Issues and Challenges
Target 2.5 Survey/FGD held to collect and document women's views on level of improvement of trade opportunities as result of the project interventions. 70% of women surveyed/in FGDs report some level of improvement of trade opportunities.	Consultation to the island communities has been conducted. Discussion with Women Focus Group was conducted. Issues/challenges with trade opportunity raised by the women are recorded and documented and to be used as baseline data. Future discussion with women will also be recorded to see if there is an improvement.	
Target 2.6 Advocacy with local councils to allocate a place for women to informally market their produce in shelters built by the project (Target: at least one advocacy meeting per year organized).	Not yet due	
Target 2.7 Case study / qualitative research on women's transport habits for trade conducted (Target: 1 case study prepared)	Not yet due	
Output 3: Capacity of MICTTD and MISE strengthened to ensure the sustainable investments and operations 3a. MISE staff received training from mentoring firm(s) (at least 20% women). 3b. Relevant training delivered to staff from implementing agencies including all eligible women staff 3c. Pilot one all women routine maintenance team for causeways/maritime facilities) 3d. Training on handling cases of GBV to all project staff from implementing agencies and GBV framework prepared		
DMF-gender Target 3.1 5 MISE staff received training from mentoring firm (at least 20% women).	Not yet due	
DMF-gender Target 3.2 Relevant training delivered to 10 staff from implementing agencies including all eligible women staff (at least 30% women).	<p>Not yet due</p> <p>The GGBV officer is drafting the GGBV Manual. The manual will identify the best approach to establish the GGBV GRM, plans to implement GAP activities, indicators and targets, timeframe and responsibilities. The first draft of the manual will be completed after the consultation to the Outer Island communities.</p>	

(GAP Activities, Indicators and Targets, Timeframe and Responsibility)	Progress (What To Report)	Issues and Challenges
Target 3.3 4 trainings on handling cases of GBV to all project staff from implementing agencies (2020 baseline: 0).	Not yet due	
DMF-gender Target 3.4 A GBV framework developed and systems in place to address GBV among workers and the communities (signage, code of conduct and a GRM for receiving, registering, referring and reporting complaints) implemented by OIIU.	Progressing. It is expected that by January 2022, the GBV framework will be finalized.	
Activity 3.1 A support fund for GBV survivors maintained by OIIU.	Not yet due – The details will be specified in the GBV manual	
Target 3.5 GBV referral mechanism (SafeNet) operational in 100% project sites implemented (baseline 2019: 25%).	Not yet due – The GGBV is assessing the SafeNet on the Outer Islands. After the assessment, the Project can work together with the Island Councils to address gaps to ensure it is 100% operational before the Project is implemented. The GGBV has assessed the SafeNet on the Outer Island and she is finalizing her report.	
Activity 3.2 Training courses provided to all Assistant Social Welfare Officers (MWYSSA) in project sites on KOITIIP GBV Framework and GRM (Target: at least 2 training courses).	Not yet due	
Activity 3.3 MWYSSA representative is included in KOITIIP steering committee.	Complying – the MWYSSA representative is included in the Project Technical Taskforce committee and in the Project Steering committee.	

(GAP Activities, Indicators and Targets, Timeframe and Responsibility)	Progress (What To Report)	Issues and Challenges
Target 3.6 Project staff and contractors (male and female) trained on KOITIIP gender related instruments and GOK GBV commitments. (Target: 100% of project staff).	The GGBV is finalizing the GGBV Manual which will identify trainings required by Project staff, contractors and GOK staff.	
DMF-gender Target 3.7. An all-female routine maintenance team piloted for causeway/maritime facilities in Abaiang (Target: 1).	Not yet due	
Activity 3.4 Community consultation conducted to evaluate the effectiveness of all-female routine maintenance team.	Not yet due	
Activity 3.5 Collection and analysis of sex disaggregated data, monitoring and reporting of the GAP and GBV Framework (Target: Quarterly reporting).	Not yet due	
Activity 3.6 By 2025, capacity exists within MISE and MICTTD to effectively mainstream gender equality in infrastructure (baseline 2019: 0). Capacity will be measured by pre-post questionnaires, case studies and other evaluation methodologies	Not yet due	
Activity 3.7 Women in Infrastructure Network in MISE established to promote the importance women working in non-traditional fields, build professional capacity and support the operationalization of GOK gender equality and safe workplace commitments.	Not yet due	
Activity 3.8 Gender focal points MISE and MICTTD formally appointed/nominated	Not yet	



KIRIBATI OUTER ISLAND TRANSPORT INFRASTRUCTURE KOITIIP



INVESTMENT PROJECT,



Comments/Remarks:

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