GEF GRANT NUMBER TF014427

Global Environment Facility
Grant Agreement

(Sustainable Coffee Landscape Project)

Between

REPUBLIC OF BURUNDI

and

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT

acting as an Implementing Agency of the Global Environment Facility

Dated May 23, 2013
GEF GRANT NUMBER TF014427

GLOBAL ENVIRONMENT FACILITY
GRANT AGREEMENT

AGREEMENT dated May 23, 2013, entered into between:
REPUBLIC OF BURUNDI ("Recipient"); and INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT/INTERNATIONAL DEVELOPMENT
ASSOCIATION ("World Bank"), acting as an implementing agency of the Global
Environment Facility ("GEF").

The Recipient and the World Bank hereby agree as follows:

Article I
Standard Conditions; Definitions

1.01. The Standard Conditions for Grants Made by the World Bank Out of Various
Funds, dated February 15, 2012 ("Standard Conditions"), 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 Standard Conditions or in
this Agreement.

Article II
The Project

2.01. The Recipient declares its commitment to the objectives of the project described
in Schedule 1 to this Agreement ("Project"). To this end, the Recipient shall
carry out the Project in accordance with the provisions of Article II of the
Standard Conditions.

2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and
except as the Recipient and the World Bank shall otherwise agree, the Recipient
shall ensure that the Project is carried out in accordance with the provisions of
Schedule 2 to this Agreement.

Article III
The Grant

3.01. The World Bank agrees to extend to the Recipient, on the terms and conditions
set forth or referred to in this Agreement, a grant in an amount equal to four
million two hundred thousand United States Dollars ($4,200,000) ("Grant") to
assist in financing the Project.
3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section IV of Schedule 2 to this Agreement.

3.03. The Grant is funded out of the abovementioned trust fund for which the World Bank receives periodic contributions from the donors to the trust fund. In accordance with Section 3.02 of the Standard Conditions, the World Bank's payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the donors under the abovementioned trust fund, and the Recipient's right to withdraw the Grant proceeds is subject to the availability of such funds.

Article IV
Additional Remedies

4.01. The Additional Event of Suspension referred to in Section 4.02 (k) of the Standard Conditions consists of the following, namely that the World Bank has determined after the Effective Date referred to in Section 5.03 of this Agreement that, prior to such date but after the date of this Agreement, an event has occurred which would have entitled the World Bank to suspend the Recipient's right to make withdrawals from the Grant Account if this Agreement had been effective on the date such event occurred.

Article V
Effectiveness; Termination

5.01. This Agreement shall not become effective until evidence satisfactory to the World Bank has been furnished to the World Bank that the conditions specified below have been satisfied.

(a) The execution and delivery of this Agreement on behalf of the Recipient have been duly authorized or ratified by all necessary governmental action.

5.02. As part of the evidence to be furnished pursuant to Section 5.01(a) of this Agreement, there shall be furnished to the World Bank an opinion or opinions satisfactory to the World Bank of counsel acceptable to the World Bank or, if the World Bank so requests, a certificate satisfactory to the World Bank of a competent official of the Recipient, showing, on behalf of the Recipient, that this Agreement has been duly authorized or ratified by, and executed and delivered on its behalf and is legally binding upon it in accordance with its terms.

5.03. Except as the Recipient and the World Bank shall otherwise agree, this Agreement shall enter into effect on the date upon which the World Bank dispatches to the Recipient notice of its acceptance of the evidence required
pursuant to Section 5.01 of this Agreement ("Effective Date"). If, before the Effective Date, any event has occurred which would have entitled the World Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if this Agreement had been effective, the World Bank may postpone the dispatch of the notice referred to in this Section until such event (or events) has (or have) ceased to exist.

5.04. This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date ninety (90) days after the date of this Agreement, unless the World Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The World Bank shall promptly notify the Recipient of such later date.

Article VI
Recipient's Representative; Addresses

6.01. The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is its minister at the time responsible for finance.

6.02. The Recipient's Address referred to in Section 7.01 of the Standard Conditions is:

Ministry of Finance and Economic Development Planning
P. O. Box 1830
Bujumbura
Burundi

Facsimile:
257-22-22-38-27

6.03. The World Bank's Address referred to in Section 7.01 of the Standard Conditions is:

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

Cable: INTBAFRAD
Telex: 248423 (MCI)
Facsimile: 1-202-477-6391

Washington, D.C.
AGREED at Bujumbura, Burundi, as of the day, month and year first
above written.

REPUBLIC OF BURUNDI

By

Authorized Representative

Name: 

Title: 

INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT
acting as an Implementing Agency of the
Global Environment Facility

By

Authorized Representative

Name: 

Title:
SCHEDULE 1

Project Description

The objective of the Project is to pilot sustainable land and water management practices in the Recipient’s coffee landscape.

The Project consists of the following parts:

Part 1: Sustainable Coffee Landscape Management

Improvement of sustainable coffee landscape management in Target Areas, including, *inter alia*: (a) overall support to; (b) provision of matching grants for Subprojects related to, sustainable land and water management, promotion of shade-grown coffee plantations, and strengthening the protection and management of the Bururi Forest Nature Reserve; and (c) carrying out studies on the effects of various kinds of shade management on improved coffee production.

Part 2: Environmentally Sustainable Coffee Processing

Promotion of environmentally sound processing of coffee cherries in coffee washing stations through, *inter alia*, (a) provision of matching grants for upgrading or establishment of effluent control systems at select washing stations and establishment of standards and regulations to promote the environmentally sound operation of coffee washing stations and (b) strengthening of institutional capacity to monitor the implementation of sustainable technologies and the enforcement of regulations and policies.

Part 3: Diversification of Livelihoods

Diversification of livelihoods in Target Areas through, *inter alia*: (a) carrying out of a marketing study and preparation of an action plan to identify target consumer markets and suitable certification schemes; (b) facilitation of certification for select farmer cooperatives and coffee washing stations; (c) piloting of an ecotourism initiative in the Bururi Forest Nature Reserve; and (d) the provision of Matching Grants for community-based agritourism initiatives in select coffee farms.
Part 4: Project Management; Knowledge and Learning

(a) Project coordination, management and monitoring, preparation of financial audits and periodic evaluations and provision of goods, Training, Operating Costs and consultants’ services for the said purposes.

(b) Carrying out of specialized impact evaluation on select activities piloted under the Project, including Project key outcomes and success factors; and dissemination of information on shade grown coffee, sustainable land management practices and related topics.
SCHEDULE 2

Project Execution

Section I.  Institutional and Other Arrangements

A.  Institutional Arrangements

1.  Project Steering Committee

(a)  The Recipient shall maintain, at all times during the implementation of the Project, a Project steering committee with a mandate, composition and resources satisfactory to the World Bank (“Project Steering Committee”).

(b)  Without limitation upon the provisions of paragraph (a) of Section I.A.1 of this Schedule 2, the Project Steering Committee shall be chaired by a representative of MINAGRIE, and shall be comprised of, inter alia, high ranking representatives of the Recipient’s ministries at the time responsible for environment, decentralization and communal development; and commerce, industry and tourism.

(c)  The Project Steering Committee shall meet at least once annually and shall be responsible for Project oversight, including inter alia: overseeing overall implementation and performance of the Project and providing policy guidance.

2.  Technical Monitoring Committee

(a)  The Recipient shall maintain, at all times during the implementation of the Project, a technical monitoring committee with a mandate, composition and resources satisfactory to the World Bank (“Technical Monitoring Committee”).

(b)  Without limitation upon the provisions of paragraph (a) of Section I.A.2 of this Schedule 2, the Technical Monitoring Committee shall meet at least once every calendar semester and shall be responsible for, inter alia: (i) reviewing the proposed Annual Work Plans and Budgets for the Project, reviewing the draft annual implementation and audit reports, as well as the Procurement Plan prepared by the Project Coordination Unit; and (ii) identifying necessary Project adjustments based on monitoring and evaluation results.
3. **Project Coordination Unit**

   (a) The Recipient shall maintain, at all times during Project implementation, the Project Coordination Unit within MINAGRIE with composition, terms of reference and resources satisfactory to the World Bank (“Project Coordination Unit”).

   (b) Without limitation upon the provisions of Paragraph (a) of Section I.A.3 of this Schedule 2, the Project Coordination Unit shall at all times: (i) be comprised of qualified and experienced personnel in adequate numbers, and to this end, the Recipient shall recruit, in accordance with the provisions of Section III of this Schedule 2, no later than three months after the Effective Date, an accountant and a sustainable land management expert, both with qualifications, experience, and terms of reference acceptable to the World Bank; and (ii) be responsible for day-to-day Project coordination and implementation, including, *inter alia*: (A) preparing proposed annual work plans of activities for inclusion in the Project, and updating the procurement plan and related budgets and consolidating Project Reports for the Technical Monitoring Committee’s review; (B) carrying out Project financial management and procurement activities; and (C) monitoring and evaluating the Project.

4. **Inter-Provincial Project Coordination Units**

   (a) The Recipient shall, at all times during Project implementation, maintain the three Inter-Provincial Project Coordination Units, each with terms of reference, staffing and resources acceptable to the World Bank, to be responsible for: (i) coordinating Project implementation by private operators and public institutions within its respective provinces; (ii) managing all Project activities at the provincial and local levels; (iii) maintaining Project accounts and producing financial reports at such level; and (iv) monitoring, evaluating and reporting to the Project Coordination Unit on Project implementation and impacts at such level.

   (b) Without limitation upon the foregoing, the Recipient shall ensure that each Inter-Provincial Project Coordination Unit is at all times staffed with necessary and qualified personnel in adequate numbers, all with experience and terms of reference acceptable to the World Bank.

**B. Anti-Corruption**

The Recipient shall ensure that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines.
C. Annual Work Plans and Budgets

1. Not later than November 30 in each calendar year (or one month after the Effective Date for the first year of Project implementation), the Recipient shall prepare and furnish to the World Bank: (i) a draft annual work plan and budget for the Project (including Training and Operating Costs) for the subsequent calendar year of Project implementation, of such scope and detail as the World Bank shall have reasonably requested; as well as (ii) any Supplemental Social and Environmental Safeguard Instruments which are required for the implementation of the activities included in the draft annual work plan and budget.

2. The Recipient shall afford the World Bank a reasonable opportunity to review such draft annual work plan and budget, and thereafter shall carry out such annual work plan and budget during such subsequent calendar year as shall have been approved by the World Bank ("Annual Work Plan and Budget"). Only those activities that are consistent with the Annual Work Plan and Budget shall be eligible for financing out of the proceeds of the Financing.

3. For any training proposed to be included in an Annual Work Plan and Budget, the Recipient shall, inter alia, identify: (a) particulars of the training envisaged; (b) the criteria for selection of the personnel to be trained, and such personnel if known; (c) the selection method of the institution or individuals conducting such training; (d) the institution conducting such training if identified; (e) the purpose and justification for such training; (f) the location and duration of the proposed training; and (g) the estimate of the cost of such training.

4. Annual Work Plans and Budgets may be revised as needed during Project implementation subject to the World Bank’s prior written approval.

D. Manual

1. The Recipient shall carry out the Project in accordance with the Project Implementation Manual and, except as the World Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate, or waive the Project Implementation Manual, or any provision thereof.

2. In the event of any conflict between the provisions of the Project Implementation Manual and those of this Agreement, the provisions of this Agreement shall prevail.

E. Safeguards.

1. The Recipient shall implement the Project in accordance with the relevant Safeguards Instruments, and shall, to that end:
(a) if any activity under the Project would require the adoption of any Supplemental Social and Environmental Safeguard Instrument:

(i) prepare: (A) such Supplemental Social and Environmental Safeguard Instrument in accordance with the applicable ESIA, RPF or PF; (B) furnish such Supplemental Social and Environmental Safeguard Instrument to the World Bank for review and approval; and (C) thereafter adopt such Supplemental Social and Environmental Safeguard Instrument prior to implementation of the activity; and

(ii) thereafter take such measures as shall be necessary or appropriate to ensure full compliance with the requirements of such Supplemental Social and Environmental Safeguard Instrument; and

(b) if any activity under the Project would involve Affected Persons, ensure that no displacement (including restriction of access to legally designated parks and protected areas) shall occur before resettlement measures under a Supplemental Social and Environmental Safeguard Instrument prepared in accordance with the RPF or PF, including, in the case of displacement, full payment to Affected Persons of compensation and of other assistance required for relocation, have been taken.

2. Without limitation upon its other reporting obligations under this Agreement, the Recipient shall, for each Supplemental Social and Environmental Safeguard Instrument, regularly collect, compile and furnish to the World Bank reports in form and substance satisfactory to the World Bank, on the status of compliance with each Supplemental Social and Environmental Safeguard Instrument, as part of the Project Reports, giving details of:

(a) measures taken in furtherance of such Supplemental Social and Environmental Safeguard Instrument;

(b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of such Supplemental Social and Environmental Safeguard Instrument; and

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

3. In the event that any provision of the Safeguards Instruments shall conflict with any provision under this Agreement, the provisions of this Agreement shall prevail.
F. Subprojects

1. No proposed Subproject shall be eligible for financing under the Project unless such Subproject has been selected in accordance with the procedures outlined in the Project Implementation Manual and such proposed Subproject satisfies the eligibility criteria specified in further detail in the Project Implementation Manual, which shall include, *inter alia*, that:

   (a) the proposed Subproject promotes sustainable land and water management practices, including contribution to increase in land productivity or water use efficiency, improvement of livelihoods and improvement of ecosystems; and

   (b) the proposed Subproject has fulfilled the requirements of any applicable Safeguard Instrument.

G. Matching Grants

1. Eligibility Criteria

   No Beneficiary shall be eligible for a Matching Grant, unless the Recipient shall have determined, on the basis of an appraisal (including an environmental and social impact analysis) conducted in accordance with guidelines acceptable to the World Bank, that the proposed Beneficiary of such Matching Grant and the Subproject for which the Matching Grant is to be made satisfy the respective eligibility criteria acceptable to the World Bank, which shall include the following, as further elaborated in the Project Implementation Manual:

   (a) The proposed Beneficiary:

      (i) is an entity with legal personality;

      (ii) comprises a group or association or cooperative consisting of small farmers, processors and/or marketers;

      (iii) has the organization, management, staffing and resources necessary to carry out the proposed Subproject and maintain the assets created thereunder;

      (iv) has prepared a detailed business plan acceptable to the Recipient, setting forth the activities proposed to be included in the proposed Subproject, a procurement plan and a financing plan for such activities (including their operating costs); and

      (v) has provided satisfactory evidence of ability to provide the required Beneficiary’s in-kind contribution to the financing of
the proposed Subproject, as stated in the Project Implementation Manual for the relevant type of Subproject, out of resources other than the Matching Grant.

(b) The proposed Subproject:

(i) is located in the Project Area;

(ii) is economically and financially viable, or has a public or social interest as described in the Project Implementation Manual, and in any case, is technically feasible and environmentally and socially sound, and where feasible, includes a focus on women; and

(iii) is in compliance with all laws and regulations of the Recipient.

2. Matching Grant Agreements

The Recipient shall make each Matching Grant to a Beneficiary for a Subproject under a Matching Grant Agreement, in the form attached to the Project Implementation Manual, on terms and conditions approved by the World Bank, which shall include the following:

(a) The Matching Grant shall:

(i) be made on a grant basis; and

(ii) shall not exceed the lesser of: (A) the total estimated cost of the Subproject minus the amount of the Beneficiary’s contribution as stated in the Project Implementation Manual for the relevant type of Subproject; and (B) the maximum amount of the Matching Grant as stated in the Project Implementation Manual for the relevant type of Subproject.

(b) The Recipient shall obtain rights adequate to protect its interests and those of the World Bank, including the following:

(i) the Recipient shall have the right to suspend or terminate the right of the Beneficiary to use the proceeds of the Matching Grant, or obtain a refund of all or any part of the amount of the Matching Grant then withdrawn, upon the Beneficiary’s failure to perform any of its obligations under the Matching Grant Agreement; and

(ii) Each Beneficiary shall be required to: (A) carry out its Subproject with due diligence and efficiency and in accordance
with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the World Bank, including in accordance (1) with the provisions of the Anti-Corruption Guidelines applicable to recipients of Financing proceeds other than the Recipient and (2) with the Safeguard Instruments, including, if a Resettlement Plan for the Subproject is required, all measures required to be taken pursuant to such plan prior to the commencement of works are taken as required; (B) provide, promptly as needed, the resources required for the purpose; (C) procure the goods, works and services to be financed out of the Matching Grant in accordance with the provisions of this Agreement; (D) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the World Bank, the progress of the Subproject and the achievement of its objectives; (E) (1) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the World Bank, both in a manner adequate to reflect the operations, resources and expenditures related to the Subproject; and (2) at the Recipient’s or the World Bank’s request, have such financial statements audited by independent auditors acceptable to the World Bank, in accordance with consistently applied auditing standards acceptable to the World Bank, and promptly furnish the statements as so audited to the Recipient and the World Bank; (F) enable the Recipient and the World Bank to inspect the Subproject, its operation and any relevant records and documents; and (G) prepare and furnish to the Recipient and the World Bank all such information as the Recipient or the World Bank shall reasonably request relating to the foregoing.

(c) The Recipient shall exercise its rights under each Matching Grant Agreement in such manner as to protect the interests of the Recipient and the World Bank and to accomplish the purposes of the Financing. Except as the World Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive any Matching Grant Agreement or any of its provisions.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports; Completion Report

1. The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 2.06 of the Standard Conditions and on the basis of the indicators acceptable to the World Bank. Each
Project Report shall cover the period of one calendar semester, and shall be furnished to the World Bank not later than 45 days after the end of the period covered by such report.

2. The Recipient shall prepare the Completion Report in accordance with the provisions of Section 2.06 of the Standard Conditions. The Completion Report shall be furnished to the World Bank not later than six months after the Closing Date. In order to assist the Recipient in preparing the Completion Report, the Recipient shall employ consultants whose qualifications, experience and terms of reference are acceptable to the World Bank.

B. Financial Management; Financial Reports; Audits

1. The Recipient shall ensure that a financial management system is maintained in accordance with the provisions of Section 2.07 of the Standard Conditions.

2. The Recipient shall ensure that interim unaudited financial reports for the Project are prepared and furnished to the World Bank not later than 45 days after the end of each calendar quarter, covering the quarter, in form and substance satisfactory to the World Bank.

3. The Recipient shall have its Financial Statements for the Project audited in accordance with the provisions of Section 2.07 (b) of the Standard Conditions. Each such audit of the Financial Statements shall cover the period of one fiscal year of the Recipient. The audited Financial Statements for each such period shall be furnished to the World Bank not later than six months after the end of such period.

4. In furtherance of the provisions of this Section II.B of Schedule 2 to this Agreement, no later than three (3) months after the Effective Date, the Recipient shall upgrade, within the Project Coordination Unit, the existing computerized financial management and accounting system in a manner satisfactory to the World Bank.

5. In order to ensure the timely carrying out of the audits referred to in Section II. B.3 of this Schedule, the Recipient shall engage external auditors for the purpose not later than six (6) months after the Effective Date, in accordance with the provisions of Section III of this Schedule.

Section III. Procurement

A. General

1. Procurement and Consultant Guidelines. All goods, works non-consulting-services and consultants' services required for the Project and to be financed out
of the proceeds of the Grant shall be procured in accordance with the requirements set forth or referred to in:

(a) Section I of 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 (“Procurement Guidelines”) in the case of goods, works and non-consulting services, and Sections I and IV of the “Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” dated January 2011 (“Consultant Guidelines”) in the case of consultants’ services; and

(b) the provisions of this Section III, as the same shall be elaborated in the procurement plan prepared and updated from time to time by the Recipient for the Project in accordance with paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines (“Procurement Plan”).

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

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

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

2. Other Methods of Procurement of Goods, Works and Non-consulting Services. The following methods, other than International Competitive Bidding, may be used for procurement of goods, works and non-consulting services for those contracts specified in the Procurement Plan: (a) Limited International Bidding; (b) National Competitive Bidding; (c) Shopping; (d) Direct Contracting; (e) Procurement from United Nations Agencies; and (f) Community Participation procedures which have been found acceptable to the World Bank.

C. Particular Methods of Procurement of Consultants’ Services

1. Quality- and Cost-based Selection. Except as otherwise provided in paragraph 2 below, consultants’ services shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection.
2. **Other Methods of Procurement of Consultants’ Services.** The following methods, other than Quality- and Cost-based Selection, may be used for procurement of consultants’ services for those assignments which are specified in the Procurement Plan: (a) Quality-based Selection; (b) Selection under a Fixed Budget; (c) Least Cost Selection; (d) Selection based on Consultants’ Qualifications; (e) Single-source Selection of consulting firms; and (f) Selection of Individual Consultants.

D. **Review by the World Bank of Procurement Decisions**

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

**Section IV. Withdrawal of Grant Proceeds**

A. **General**

1. The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) Article III of the Standard Conditions; (b) this Section; and (c) such additional instructions as the World Bank may specify by notice to the Recipient (including the “World Bank Disbursement Guidelines for Projects” dated May 2006, as revised from time to time by the World 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 Grant (“Category”), the allocations of the amounts of the Grant to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Grant Allocated (expressed in USD)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, works, non-consulting services and consultants’ services, for Subprojects under Parts 1(b), (2a) and 3(d) of the Project</td>
<td>1,875,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Goods, works, non-consulting services, consultants’ services, Operating Costs and Training under the Project except Parts 1(b), 2(a) and 3(d) of the Project</td>
<td>2,325,000</td>
<td>100%</td>
</tr>
<tr>
<td><strong>TOTAL AMOUNT</strong></td>
<td><strong>4,200,000</strong></td>
<td></td>
</tr>
</tbody>
</table>
B. Withdrawal Conditions; Withdrawal Period

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

2. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is April 30, 2017
APPENDIX

Section I. Definitions

1. “Affected Person” means a person who as a result of: (i) the involuntary taking of land under the Project is affected in any of the following ways: (A) relocation or loss of shelter; (B) loss of assets or access to assets; or (C) loss of income sources or means of livelihood, whether or not the affected person must move to another location; or (ii) the involuntary restriction of access to legally designated parks and protected areas suffers adverse impacts on his or her livelihood; and “Affected Person” means any of the Affected Persons.

2. “Annual Work Plan and Budget” means the annual work plan and budget as prepared by the Recipient for and approved by the World Bank in accordance with the provisions of Section I.C of Schedule 2 to this Agreement.


4. “Beneficiary” means an entity that meets the eligibility requirements referred to of Section I.G.1(a) of Schedule 2 to this Agreement as further detailed in the PIM to which the Recipient has made a Matching Grant for a Subproject.

5. “Bururi Forest Nature Reserve” means approximately 3,300 hectares in the Recipient’s Bururi province designated as a forest nature reserve pursuant to Decret No 100/007 du 25 janvier 2000 portant delimitation d’un parc national et de quarte reserves naturelles, as modified by Decret No 100/282 du 14 novembre 2011 portant modifications de certaines dispositions du Decret No 100/007 du 25 janvier 2000 portant delimitation d’un parc national et de quarte reserves naturelles.

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


8. “Environmental Management Plan” and “EMP” mean the plan titled Plan de Gestion Environnementale, prepared and adopted by the Recipient, as part of the ESIA, and disclosed in Burundi on January 22, 2013 and at the World Bank’s Infoshop on January 25, 2013 proposing appropriate mitigation, monitoring and institutional measures designed to mitigate potential adverse environmental,
offset them, reduce them to acceptable levels or enhance positive impacts, as the same may be amended from time to time with the agreement of the World Bank.

9. "Environmental and Social Impact Assessment" and "ESIA" mean the assessment titled Analyse d’Impact Environnementale et Sociale, February 2010 and disclosed in Burundi on January 22, 2013 and at the World Bank’s Infoshop on January 25, 2013, to identify and assess the potential environmental and social impacts of a proposed project, evaluate alternatives, and design appropriate mitigation, management, and monitoring measures.

10. “Indigenous Peoples Development Plan” and “IPP” mean the document titled Plan d’Action Additionnel pour le Développement des Batwa Résidents Autour de la Réserve Forestière de Bururi, adopted by the Recipient and disclosed in Burundi on January 22, 2013 and at the World Bank’s Infoshop on January 25, 2013, defining specific measures to be implemented for indigenous minorities in order to protect them and to ensure that members of said minorities be granted equal legal, financial and organizational opportunities under the Project, as the said plan may be amended and/or supplemented from time to time with the prior written consent of the World Bank, and such term includes any schedules to such document.

11. “Inter-Provincial Project Coordination Units” means the Recipient’s inter-provincial project coordination units maintained for the PRODEMA project in accordance with financing agreement between the Recipient and International Development Association, dated September 22, 2010 (Grant Number H562-BI).

12. “Matching Grant” means a grant made or to be made by the Recipient to a Beneficiary out of the proceeds of the Financing for a Subproject.

13. “Matching Grant Agreement” means the agreement between the Recipient and a Beneficiary providing for a Matching Grant.

14. “MINAGRIE” means Ministère de l’Agriculture et de l’Élevage, the Recipient’s ministry responsible for agriculture, and any successor thereto.

15. “Operating Costs” means incremental recurrent expenditures incurred on account of Project implementation, including: local contractual support staff salaries; travel expenditures and other travel-related allowances; equipment rental and maintenance; vehicle operation (including fuel), maintenance and repair; office rental and maintenance, materials and supplies; and utilities, media information campaigns and communications’ expenses, but excluding the salaries of officials and public servants of the Recipient’s civil service.

16. “Pest Management Plan” and “PMP” mean the plan titled Plan de Lutte Antiparasitaire, prepared and adopted by the Recipient, and disclosed in Burundi

17. “Process Framework” and “PF” mean the Process Framework of the Recipient titled Cadre Fonctionnel de la Gestion durable de la Reserve Naturelle Forestière de Bururi et de l’Ecotourisme, disclosed in Burundi on January 22, 2013, and at the World Bank’s Infoshop on January 25, 2013, as the said framework may be amended and/or supplemented from time to time with the prior written consent of the World Bank, and such term includes any schedules to such document.


19. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated, February 4, 2013 and referred to in paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.

20. “PRODEMA” means the Recipients Agro-Pastoral Productivity and Market Development Project, financed by the International Development Association, in accordance with the financing agreement between the Recipient and International Development Association, dated September 22, 2010 (Grant Number H562-BI).

21. “Project Implementation Manual” or “PIM” means the manual titled Projet de Productivité et de Developpement des Marches Agricoles (PRODEMA) et Projet d’Amenagement Durable des Zones Cafeicoles, Manuel D’Execution, Version Revisée, dated February 2013, as the same may be amended from time to time with the approval of the World Bank, and such term includes any schedules and attachments supplemental to the Project Implementation Manual.

22. “Project Coordination Unit” means the project coordination unit maintained for the PRODEMA project by the letter from the Recipient, Ref 121/VP2/605/2010, dated March 23, 2010, in accordance with financing agreement between the Recipient and International Development Association, dated September 22, 2010 (Grant Number H562-BI), whose mandate has been extended for the Project by the letter from the Recipient, Ref 710/3330/2012, dated September 21 2012.

23. “Resettlement Action Plan” and “RAP” mean the plans approved by the World Bank for the Project, prepared by the Recipient on the basis of the RPF (as hereinafter defined) as the said document may be amended and/or supplemented from time to time with the prior written concurrence of the World Bank and subject to the initial consultation and disclosure requirements carried out on the RAP.
24. "Resettlement Policy Framework" and "RPF" mean the document titled *Cadre de Politique de Reinstallation Involontaire des Populations, December 2009*, disclosed for the purposes of the Project, in Burundi on January 22, 2013, and at the World Bank’s Infoshop on January 25, 2013, outlining the policies and procedures to be implemented in the event that specific activities implemented under the Project have potentially negative impacts on the livelihoods, assets and land of the affected population, as the said framework may be amended and/or supplemented from time to time with the prior written consent of the World Bank, and such term includes any schedules to such document.

25. "Safeguards Instruments" means the ESIA, the RPF, the PF, the EMP, the PMP, the IPP and any Supplemental Social and Environmental Safeguard Instruments.


27. "Subproject" means any specific project under Parts 1 and 3 of the Project to be carried out by a Beneficiary and financed under a Matching Grant Agreement out of the proceeds of a Matching Grant.

28. “Supplemental Social and Environmental Safeguard Instruments” means any EMP, RAP, Pest Management Plan or other supplemental social and environmental safeguard instruments as required under the terms of any of the ESIA, RPF or PF.

29. “Target Areas” means areas within the Recipient’s territory identified for the implementation of the Project, notably Bubanza province, Bururi province and Muyinga province.

30. “Technical Monitoring Committee” means the committee referred to in Section I.A.2 of Schedule 2 to this Agreement and established by the letter from the Recipient, Ref. 710/3330/2012, dated September 21, 2012.

31. “Training” means the training of persons under the Project, including seminars, workshops, knowledge sharing activities and study tours, and covers the following costs associated with such activity: travel and subsistence costs for training participants, costs associated with securing the services of trainers, rental of training facilities, preparation and reproduction of training materials, and other costs directly related to training preparation and implementation.