Global Environment Facility
Grant Agreement

(Developing and Demonstrating Replicable Protected Area Management Models at Nam Et-Phou Louey National Protected Area Project in Lao PDR)

between

WILDLIFE CONSERVATION SOCIETY

and

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

acting as an Implementing Agency of the Global Environment Facility

Dated February 28, 2013
GEF GRANT NUMBER TF013181

GLOBAL ENVIRONMENT FACILITY
GRANT AGREEMENT

AGREEMENT dated February 28, 2013, entered into between WILDLIFE CONSERVATION SOCIETY ("Recipient") and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("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


1.02. 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 eight
hundred seventy-nine thousand United States Dollars (US$879,000) ("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
Effectiveness; Termination

4.01. This Agreement shall not become effective until evidence satisfactory to the World Bank has been furnished to the World Bank that the following condition has been satisfied, namely, that the SOP, satisfactory to the World Bank, has been finalized and adopted by the Recipient.

4.02. 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 ("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.

4.02 Termination for Failure to Become Effective. This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect within 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 V
Recipient's Representative; Addresses

5.01. The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is its Senior Vice President of the Global Conservation Program.
5.02. The Recipient’s Address referred to in Section 7.01 of the Standard Conditions is:

John G. Robinson, Ph.D.
Executive Vice President
Conservation & Science
Wildlife Conservation Society
2300 Southern Boulevard
Bronx, New York 10460 USA

Facsimile:
1-718-364-4275

5.03. 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) or 64145 (MCI)
Facsimile: 1-202-477-6391

AGREED at February 28, 2013, as of the day and year first above written.

WILDLIFE CONSERVATION SOCIETY

By

Authorized Representative

Name: Joshua Ginsberg
Title: Senior Vice President
INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT
acting as an Implementing Agency of the
Global Environment Facility

By

Authorized Representative

Name: Constantine Chikosi

Title: Acting Country Director, Lao PDR
       East Asia and Pacific Region
SCHEDULE 1

Project Description

The objective of the Project is to test, in selected areas of the Nam Et-Phou Louey National Protected Area, targeted activities for sustainable natural resource use and protection of selected species threatened by human interaction.

The Project consists of the following parts:


1. Interactive social marketing campaign in thirty (30) PA villages aimed to raise community awareness and understanding and compliance to PA regulations.

2. Implementation of the Village Natural Resource Agreement to enable monitoring of wild life and land use management.

3. Monitor change in harvest of wild foods and estimate sustainability of wildlife off-take to ensure food security.

4. Expand patrolling effort and ranger substations to secure Totally Protected Zone reduce illegal and unsustainable wildlife trade, encourage villages to graze their livestock at their village’s area rather than in the Totally Protected Zone, and implement the Phathi Road Co-Management Plan.

5. Develop and gain consensus on a longer term plan for the core zone, tiger habitat, and the Phathi Road.

Part 2. Working Models of Ecotourism for Community Engagement and Sustainable Financing

Operationalize feasible ecotourism products in the NE-PL NPA and establish mechanisms for making the revenues directly available for the management of the PA.

Part 3. Dissemination and Replication Working Models of NE-PL NPA within the territory of the Recipient

1. Synthesize the lessons learned from NE-PL NPA on sustainable natural resource use by villages inside the protected area, tiger conservation, ecotourism-based livelihoods for local communities, and management of infrastructure, particularly roads in sensitive habitats in multiple use protected areas.
2. Incorporation of the protected area management model package into the National University of Laos curriculum through workshops with university lecturers and staff from DFRM.

Part 4. Project Management

Project management support to the Recipient for the implementation of the Project.
SCHEDULE 2

Project Execution

Section I. Institutional and Other Arrangements

A. Implementation Arrangements

1. The Recipient shall:

(a) implement the Project in accordance to an SOP satisfactory to the World Bank giving details of: (i) implementation arrangements; (ii) terms of reference detailing the roles and responsibilities of staff involved in the implementation of the Project; (iii) procurement procedures as set forth in Section III of this Schedule and standard procurement documentation; (iv) reporting requirements, financial management procedures and audit procedures as set forth in Section II.B of this Schedule; (v) project performance monitoring indicators as set forth in Section II.A.1 of this Schedule; (vi) the overall legal and regulatory framework and guidelines for environmental impact assessment and mitigation measures applicable to the Project; (vii) the EA processes applied by the MPWT including implementation of mitigation measures; (viii) the environmental supervision and monitoring; (ix) training; (x) budget allocation for addressing environmental and social impacts under the Project; and (xi) the template of the Village Natural Resource Agreement;

(b) ensure that the SOP is made available, at all times until completion of the Project;

(c) not assign, amend, abrogate, waive or permit to be amended, suspended, abrogated, repealed, or waived, the SOP or any provisions thereof without the prior written agreement of the World Bank; and in the event of any inconsistency between the provisions of this Agreement and those of the SOP, the provisions of this Agreement shall prevail.

2. The Recipient shall, inter alia: (i) take overall responsibility for: (A) Project implementation, including the execution of the field activities; and (B) the timely and verifiable attainment of Project objectives and outcomes; (ii) provide technical support to the NE-PL PAMU on Project implementation; (iii) provide support to, and inputs for, the implementation of all Project activities; and (iv) provide the financial audit.

3. The Recipient shall continue to work with the NE-PL PAMU throughout the implementation of the Project in, inter alia: (i) manage implementation of project activities; (ii) facilitate and coordinate integration of activities financed by other
donors in the NE-PL NPA; (iii) produce annual work and budget plans; (iv) prepare quarterly financial management reports and annual progress reports; and (v) coordination and administration of the Project.

4. The Recipient shall ensure that the NE-PL PAMAC assist in securing Lao PDR’s commitment of human resources to support project implementation and participate in the overall project monitoring and evaluation.

5. The Recipient shall ensure that the Project is carried out in accordance with the Memorandum of Understanding between MAF, represented by the Department of Forestry, and the Recipient.

6. The Recipient shall ensure that the Advisory Group monitors the implementation of the Phathi Road Co-management Plan, in particular, the environmental impact from the expansion of the Phathi Road, and carry out quarterly reviews to be submitted to the World Bank and MoNRE.

7. Within one (1) month of the Effectiveness Date, the Recipient shall adopt a Financial Management Manual, acceptable to the World Bank, setting forth, inter alia, the financial management arrangements and procedures for the Project including the flow of funds, accounting policy and procedures, approval of expenditures, cash and bank management, monitoring of advances, budgeting, recording, financial reporting, auditing and disbursement arrangements; as such manual may be amended from time to time by agreement between the Recipient and the World Bank.

C. Anti-Corruption

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

D. Safeguards

1. In order to ensure the proper implementation of the Project in an environmentally and socially sound manner, the Recipient shall implement the Project in accordance with the Safeguard Documents and the provisions of this Agreement. In case of conflict between the Safeguard Documents and the Grant Agreement, the Grant Agreement shall prevail, and that in the event of any conflict between the Safeguard Documents themselves, the Recipient and the Bank shall consult each other and agree on which provision shall prevail.

2. The Recipient shall refrain from carrying out any Project activity that shall result in the involuntary resettlement or adverse impacts on livelihoods, as a consequence of the Project activities, of persons or communities residing in the Project areas and neighborhoods, all as defined in the RPF; provided that if such
impact or resettlement would be unavoidable, the Recipient shall implement such activity only after it has consulted with potentially Displaced Persons in accordance with the RPF, all with the prior written approval of the World Bank.

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 quarter, and shall be furnished to the World Bank not later than forty-five (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 (6) months after the Closing Date.

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 as part of the Project Report not later than forty-five (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 years 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.

Section III. Procurement

A. General

1. Procurement and Consultant Guidelines. All goods, works 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 and works, 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

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

2. Other Methods of Procurement of Goods and Works. The following methods, other than International Competitive Bidding, may be used for procurement of goods and works for those contracts specified in the Procurement Plan: (a) National Competitive Bidding in accordance with the Government of Lao PDR’s Decree of the Prime Minister on Government Procurement of Goods, Construction, Maintenance and Services, 03/PM dated January 9, 2004, and the Implementing Rules and Regulations on Government Procurement of Goods, Works, Maintenance and Services, 0861/MOF, dated May 5, 2009, and subject further to the procedures listed in Annex 1 to this Schedule 2; (b) Shopping; (c) Direct Contracting; and (d) Community Force Account.
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) Least Cost Selection; (b) Selection based on Consultants’ Qualifications; (c) Single-source Selection of consulting firms; and (d) Selection of Individual Consultants.

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

1. 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, Consultants' Services including Audit, Training and Workshops, and Incremental Operating Costs</td>
<td>841,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Management Cost under Part 4 of the Project</td>
<td>38,000</td>
<td>100%</td>
</tr>
<tr>
<td><strong>TOTAL AMOUNT</strong></td>
<td><strong>879,000</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 August 31, 2016.
ANNEX 1
TO
SCHEDULE 2

National Competitive Bidding Procedures

The procurement procedure to be followed for National Competitive Bidding shall be based on the Public Bidding procurement method as defined in the Decree No. 03/PM on Government Procurement of Goods, Construction, Maintenance and Services, dated January 9, 2004; the Implementing Rules and Regulations, dated March 12, 2004 as amended on May 5, 2009; provided that such procedure shall be subject (a) to the provisions of Section 1 and Paragraphs 3.3 and 3.4 of the “Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers” (January 2011) (the “Procurement Guidelines”), and (b) the following additional provisions:

1. Eligibility: The eligibility of bidders to participate in a procurement process and to be awarded a contract financed by the Association shall be as defined under Section 1 of the Procurement Guidelines; accordingly, no bidder or potential bidder shall be declared ineligible for contracts financed by the Association for reasons other than those provided in Section 1 of the Procurement Guidelines.

2. Domestic Preference: No domestic preference may be applied in bid evaluation on the basis of bidder nationality, the origin of goods, services or labor, and/or preferential programs.

3. Registration and Inclusion in the Reference List of Suppliers/Contractors: Registration and Inclusion in the Reference List shall not be used as a basis for or as a substitute for assessing the bidders’ qualifications.

4. Bidding Documents: Procuring entities shall use the appropriate standard bidding documents acceptable to the Association, which documents shall be prepared to ensure economy, efficiency, transparency, and broad consistency with the provisions of Section 1 of the Procurement Guidelines.

5. Bid Opening: All bids must be opened in public immediately at on the deadline set for the bid submission at the date, time and place stipulated in the tender documents. Bids shall be opened in public, that is, the bidders or their representatives may attend the bid opening. The Tender Committee shall announce the names of the bidders and the price offered by each bidder. A record of the bid opening will be prepared and will contain the names of the bidders, bid price, discounts and the names of persons in attendance and the organizations they represent.

6. Rejection of Bids and Re-bidding: All bids (or the sole bid if only one bid is received) shall not be rejected, negotiations shall not take place at any time with a bidder, the procurement process shall not be cancelled, or new bids shall not be solicited without the Association’s prior written concurrence.

7. Contract Modifications: With respect to contracts subject to the Association’s prior review, the Borrower/Recipient {Appropriate term to be chosen for Credit or Grant} shall obtain the Association’s no objection before agreeing to: (i) a material extension of the stipulated time for performance of a contract; (ii) any substantial modification of the contract scope of services or other significant changes to the terms and conditions of the contract; (iii) any
variation order or amendment (except in cases of extreme urgency) which, singly or combined with all variation orders or amendments previously issued, increases the original contract amount by more than fifteen percent (15%); or (iv) the proposed termination of the contract. A copy of all signed contract amendments shall be provided to the Bank for record.

8. **Bid and Contract Securities:** All bid and contract securities shall be in the format specified in the bidding documents.

9. **Fraud and Corruption:** To be deemed acceptable by the Association the bidding documents and contract shall include provision(s) stating that the World Bank’s policy to sanction firms or individuals, found to have engaged in fraud and corruption as defined in the Procurement Guidelines.

10. **Inspection and Audit Rights:** In accordance with the Procurement Guidelines, each bidding document and contract financed out of the proceeds of the Financing shall provide that bidders, suppliers and contractors, and their subcontractors, agents, personnel, consultants, service providers, or suppliers, shall permit the Association to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Association. Acts intended to materially impede the exercise of the Association’s inspection and audit rights provided for in the Procurement Guidelines constitute an obstructive practice as defined in the Procurement Guidelines.
APPENDIX

Section I. Definitions

1. "Advisory Group" means the World Wildlife Fund and TRAFFIC tasked to monitor the implementation of Phathi Road Co-Management Plan as an independent compliance monitoring entity.


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

4. "Communication Plan" means the communication support plan adopted by the Recipient on December 21, 2012 that addresses the issues related to the Project in the conservation of one of the most important remaining tiger habitats in South East Asia.

5. "Conservation Forest" means forests classified for the purposes of conserving nature, preserving plant and animal species, forest ecosystems and other valuable sites of natural, historical, cultural, tourism, environmental, educational, and scientific research experiments, as stated in the Government of Lao PDR's Forestry Law No. 6/NA dated 24 December 2007.


7. "Convention on Illegal Trade of Endangered Species" means the multilateral treaty which was ratified by Lao PDR on May 30, 2004, which aim is to ensure that international trade in specimens of wild animals and plants does not threaten their survival.

8. "Displaced Person" means a person, a group of persons or a community as referred to in the RPF, who, on account of the execution of the Project, experiences direct adverse economic and social impacts caused by: (a) the involuntary taking of land resulting in (i) relocation or loss of shelter (ii) loss of assets or access to assets, totally or partially; or (iii) loss of income sources or means of livelihood, whether or not such person must move to another location; or (b) the restriction to access to the natural resources of protected areas resulting in adverse impacts on the livelihood of a person, group of persons or communities, and Displaced persons means more than one Displaced Person.
9. “DFRM” means the Department of Forest and Resource Management, or any successor thereto.

10. “Environmental Assessment” and the acronym “EA” mean an environmental assessment, acceptable to the World Bank, prepared by the Recipient in accordance with Lao PDR’s Environmental Legislation, evaluating the environmental impact of Project activities and setting forth the mitigating, institutional, and monitoring measures for activities undertaken under the Project.

11. “Environmental Legislation” means Lao PDR’s set of laws, decrees, regulations or ministerial decisions, including the Decree on Environmental Impact Assessment (No.112 PM) approved on February 16, 2010, the forms to be used for the purpose of processing and documenting environmental assessment of the Project activities, including, but not limited to legislation, decrees and relevant implementing regulations applicable to environmental impact assessments, natural habitats and physical cultural resources, and all secondary legislation related thereto.

12. “EMP” means the Recipient’s Environmental Management Plan dated June 21, 2012, prepared in accordance with the Phathi Road Co-Management Plan, and the SOP as appropriate for Project activities in accordance with the Environmental Legislation of Lao PDR, as such EMP may be modified from time to time with the prior written agreement of the World Bank and the Recipient.

13. “Ethnic Peoples Plan” and the acronym “EPP” mean Recipient’s Ethnic Peoples Plan acceptable to the World Bank, submitted on June 21, 2012 and approved by the Bank on June 28, 2012, adopted by the Recipient, and giving details of the rules, guidelines and procedures needed to: (a) involve Ethnic Minorities, through a process of informed consultation, in the design and implementation of the Project in locations in which such people reside or make their living; and (b) design and implement measures to provide benefits which are socially and culturally acceptable to them, and reduce, mitigate and offset adverse impacts of the Project, as such Ethnic Group Development Framework may be amended from time to time with the prior agreement of the World Bank.


15. “Incremental Operating Costs” means reasonable expenditure incurred by WCS Laos in managing and coordinating the implementation of the Project, including per diems and lodging of WCS staff and officials of the Lao PDR civil service, fuel or transportation costs; share of relevant WCS Laos staff cost incurred in managing the Project; cost of support staff and casual worker, communication (telephone, internet, postage and handling, media services), utilities and
consumables for Viengthong district project office, Bank fees and other expenditures that would not have been incurred in the absence of the Project, but excluding any salaries or salary supplements, bonuses, fees and honoraria to officials of Lao PDR’s civil service.

16. “MAF” means the Lao PDR’s Ministry of Agriculture and Forestry, or any successor thereto.

17. “Management Cost” means expenditures incurred by the Recipient’s headquarters in managing the Project including expenditure relating to staff cost, rental cost, utilities, computers, equipment, vehicle and communication.

18. “MoNRE” means the Lao PDR’s Ministry of Natural Resources and Environment, or any successor thereto.


20. “NUOL” means the National University of Lao PDR established under the Prime Minister’s decree No.50/PM dated June 9, 1995.

21. “NE-PL NPA” means the Nam Et-Phou Louey National Protected Area, established by the Government of Lao PDR in 1993 with the purpose of conserving biodiversity and the upper watershed of many rivers that provide water to lowland farms and cities.

22. “NE-PL PAMAC” means the Nam Et-Phou Louey Protected Area Management Advisory Committee, established in 2004 comprised of representatives from the NE-PL PAMU, District Governor’s offices, the Provincial and District Forestry Offices, the Department of Forestry, as well as the Provincial Tourism Authority, other local stakeholders, local non-governmental organization partners, and WSC.

23. “NE-PL PAMU” means the Nam Et-Phou Louey Protected Area Management Unit, established in 2001 pursuant to the Prime Minister’s Decree No. 164 dated October 29, 1993.

24. “Phathi Road Co-Management Plan” means a plan adopted by the Recipient dated March 16, 2012, where access to the core zone along Phathi Road is managed and monitored (authorized emergency use, as agreed by Government) and that the existing threats in that area – of illegal hunting and livestock grazing – are reduced through community awareness raising and village natural resource use agreements, fodder production projects on-site at key villages, and through patrolling.

26. “Procurement Plan” means the Recipient’s procurement plan for the Project, referred to in paragraph 1.16 of the Procurement Guidelines and paragraph 1.24 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.

27. “Protected Area” and the acronym “PA” mean Conservation Forest.

28. “Resettlement Action Plans” and “RAPs” mean the Lao PDR’s action plans for the compensation, resettlement and rehabilitation of Displaced Persons, all dated August 17, 2009, acceptable to the World Bank, prepared pursuant to the RPF; as such plans may be amended from time to time with the prior written approval of the World Bank.

29. “Resettlement Policy Framework” and “RPF” mean the Lao PDR’s Resettlement Policy Framework, a policy framework for land acquisition, compensation, resettlement and rehabilitation of potentially Displaced Persons dated January 29, 2009, and updated on April 3, 2012, such RPF describing specifically: (a) Project description and design criteria to be applied to activities to be prepared and undertaken during Project implementation and which may trigger involuntary resettlement; (b) principles and objectives governing resettlement preparation and implementation; (c) description of the process for preparing and approving resettlement plans; (d) eligibility criteria for defining the various categories of Displaced Persons; (e) applicable legal framework; (f) methods of valuing affected assets; (g) organizational procedures for delivery of entitlements and implementation processes; (h) mechanisms for consultations with, and participation of, Displaced Persons in planning and implementation; (i) monitoring arrangements; and (j) grievance redress mechanisms.

30. “Safeguard Documents” mean the EMP, the EPP, the PF, the Phathi Road Co-Management Plan, the Communication Plan and the Village Natural Resource Agreement.

31. “Standard Operating Procedure” and the acronym “SOP” mean the operating manual developed for the implementation of the Project, satisfactory to the World Bank.

32. “Training and Workshop” means training and study tours conducted in the territory of the Recipient, including purchase and publication of materials, rental of facilities, courses fees, and travel, accommodation and subsistence of trainees.
33. "Total Protection Zone" means an area within a Protected Area where it is strictly prohibited to conduct any forestry activity, to harvest any forest products, enter into this zone, and transport plant and animal species, pursuant to the Government of Lao PDR’s Forestry Law No. 6/NA dated 24 December 2007.

34. "TRAFFIC" is an international non-governmental organization and member of the Advisory Group which monitors compliance to the Convention on Illegal Trade of Endangered Species.

35. "Village Natural Resource Agreement" means an agreement to empower local communities in sustainably using the natural resources in their village’s area, created and agreed amongst: (a) villagers within the village; and (b) two or more villages; and witnessed by the district authority.

36. "World Wildlife Fund" means an international non-governmental organization working on issues regarding the conservation, research and restoration of the environment.