Global Environment Facility
Grant Agreement

(Ecotourism and Conservation of Desert Biodiversity Project)

between

REPUBLIC OF TUNISIA

and

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

Dated 5 MARS 2013, 2013
GEF GRANT NUMBER TF013636

GLOBAL ENVIRONMENT FACILITY
GRANT AGREEMENT

AGREEMENT dated  , 2013, entered into between the
REPUBLIC OF TUNISIA ("Recipient"); and the 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

1.01. 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 objective of the project described
in Schedule 1 to this Agreement ("Project"). To this end, the Recipient shall
carry out the Project through MoE 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 seventy thousand United States Dollars ($4,270,000)
("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 donor 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 donor 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 5.02 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 following conditions have been satisfied:

(a) the PCU has been established with mandate, resources and personnel satisfactory to the World Bank, including: (i) a Project coordinator, a financial management specialist, and a procurement specialist, all seconded from DGEQV; and (ii) a Monitoring and Evaluation (“M& E”) specialist, an environmental and social safeguards specialist and an ecotourism specialist, all selected and appointed in accordance with Section III of Schedule 2 to this Agreement;

(b) the Management Plans ascribed to each relevant National Park under the Project are finalized, satisfactory to the World Bank;

(c) the National Steering Committee has been established, satisfactory to the World Bank; and

(d) the Consultative and Scientific Steering Commission for each National Park has been established, satisfactory to the World Bank.
5.02. 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.

5.03. This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date one hundred and twenty (120) 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 of Investment and International Cooperation.

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

Ministry of Investment and International Cooperation
98, Avenue Mohamed V
1002 Tunis
Republic of Tunis

Facsimile:
216-71-799-069

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) or 64145 (MCI) Facsimile: 1-202-477-6391
AGREED at Tunis, Republic of Tunisia, as of the day and year first above written.

REPUBLIC OF TUNISIA

By: 
Name: Riadh BETTAIEB
Title: 

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

By: 
Name: Eileen Mirrlees
Title: Country Manager
SCHEDULE 1
Project Description

The objective of the Project is to contribute to the conservation of desert biodiversity in 3 Recipient targeted national parks ("National Parks" or "NPs").

The Project consists of the following parts:

Part 1: Promoting Enabling Conditions for Protected Area Management, Sustainable Land Management Scale-up and Ecotourism Development

1. Reinforcing the institutional, legal and strategic framework for the management of the Recipient’s national parks by: (a) revising the national legal and institutional framework regarding the management of the Recipient’s national parks and ecotourism development, as well as the national classification of ecotourism management; and (b) developing an international, national and local ecotourism marketing strategy to promote the National Parks, including communications packages, all through the provision of consultants’ services and Training.

2. Building and mainstreaming national and local capacities in sustainable land management and biodiversity conservation using an integrated natural resource management approach by: (a) strengthening the technical capacity for the management of the National Parks through the provision of goods, consultants’ services and Training; and (b) reinforcing Project’s diverse stakeholders’ respective capacities to take part in, or take advantage of, positive Project outcomes in the NPs through various training programs in, inter alia: (i) protected area management and related fiduciary matters, ecotourism planning, tourism product development, marketing and sub-contracting, tourist hosting, environmental education material, environmental sensitization or ecotourism related job training, all as intended for staff of relevant entities and structures involved in Project execution or to local communities and individuals among them.

3. Establishing and running the monitoring and evaluation system for the Project through the provision of goods, consultants’ services and Training notably with respect to: (i) the acquisition and operation of the M&E system and related capacity strengthening of relevant Project institutional stakeholders.


1. Implementing priority investments identified in the Management Plans of the National Parks, through the provision of goods and civil works.

2. Implementing: (a) a program of Community-based Sub-projects aiming at improving the management of the National Parks and adjacent areas; and (b) a program
of Microenterprises-based Subprojects aiming at improving the ecotourism, all through
the provision of civil works, goods and consultants’ services in relation thereto.

3. Implementing the rehabilitation of the existing eco-museum and the
establishment of an eco-shop in existing structures in each of the Natural Parks, through
the provision of goods, consultants’ services and civil works.

Part 3: Project Management

1. Supporting MoE’s pertinent structures and units in the carrying out of the
Project’s management and implementation through the provision of goods, consultants’
services and Training.

2. Carrying out the audits for the Project and financing the Incremental Operating
Costs for the Project.
SCHEDULE 2

Project Execution

Section I. Institutional and Other Arrangements

A. The Recipient, through MoE, shall;

1. vest the overall responsibility for Project management and implementation in DGEQV;

2. (i) carry out the Project in accordance with the Project Operations Manual and, except as the World Bank shall otherwise agree, shall not amend or waive the Project Operations Manual or any provision thereof if, in the opinion of the World Bank, such amendment or waiver may materially and adversely affect the carrying out of the Project or the achievement of the objectives thereof; and (ii) acknowledge that, in the event that any provision of the Project Operations Manual shall conflict with any provision under this Agreement, the provisions of this Agreement shall prevail;

3. maintain PCU within DGEQV, throughout Project implementation, under terms of reference and with resources and a staff composition acceptable to the World Bank for purposes of the day to day management of the Project, including financial management, monitoring and evaluation, preparation of progress reports and procurement;

4. maintain, throughout Project implementation:

   (a) the National Steering Committee to oversee Project implementation, under terms of references and with a membership composition acceptable to the World Bank. The Steering Committee shall be chaired by the Minister of Environment. The Steering Committee shall provide strategic guidance to, and overall monitoring of the Project, and facilitate the coordination and collaboration between the different Ministries and agencies involved in the implementation of the Project; and

   (b) at the regional level, for each NP, the pertinent Consultative and Scientific Steering Commission under terms of references and with membership composition acceptable to the World Bank to oversee scientific and technical aspects of Project implementation in respect of National Parks’ management and, acting as Grant Committees, to approve Subprojects for financing under the Project;

5. (i) not later than six (6) months after the Effective Date, enter into “Conventions” with the Ministries and other entities involved in the
implementation of the Project, which shall specify partnership arrangements and operational responsibilities of the respective Ministries and entities; and (ii) maintain such Conventions throughout Project implementation;

6. select and contract, in accordance with the provisions of Section III of this Schedule, the services of a partner institution (“Partner Institution”) under an agreement (the “Service Agreement”) setting forth the respective obligations of the parties under it, notably with respect to the preparation, implementation and monitoring of the Community-based Subprojects and the Microenterprises Subprojects, all in accordance with the guidelines set forth in the Project Operations Manual; and

7. the Recipient shall exercise its rights under the Conventions and the Service Agreement referred to respectively in paragraphs 5 and 6 of this Section, in such manner as to protect the interests of the Recipient and the Bank and to accomplish the purposes of the Grant. Except as the Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate repeal or waive the Service Agreement or any Convention, or any of their respective provisions.

B. Subprojects

1. For purposes of Part 2.2 of the Project, the Recipient, through MoE, shall finance, out of the proceeds of this Grant, the carrying out by Beneficiary Communities of activities relevant to the implementation of Community-based Subprojects and/or Micro-enterprises-based Subprojects, all in accordance with the criteria, terms, conditions, and procedures set forth in detail in the Project Operations Manual, and which shall include the following requirements:

(a) Subproject Grants shall be applied by MoE for the payment of procurement expenses and overhead costs incurred by Beneficiary Communities in the carrying out of Subproject Grant Agreements implemented in accordance with the Project Operations Manual;

(b) no Subproject Grant shall be made to finance a Community-based Subproject or a Microenterprise-based Subproject unless the relevant Community-based Subproject or the Microenterprise-based Subproject contributes to the promotion of ecotourism, biodiversity, environmental standards or green employment in and around Recipient’s National Parks targeted under the Project;

(c) unless otherwise agreed between the Recipient and the World Bank, no expenditures for Subprojects shall be eligible for financing out of the proceeds of the Subproject Grant until and unless the Recipient shall have furnished to the World Bank the Environmental and Social Management Plans relating to the proposed Subprojects, prepared
pursuant to guidelines agreed upon between the Recipient and the World Bank, together with evidence, satisfactory to the World Bank, that the Subproject shall not involve any involuntary resettlement of the local population.

2. For purposes of Subprojects' implementation, the Recipient shall, through MoE: (i) enter into Subproject Grant Agreements with Beneficiary Communities and (ii) under each Subproject Grant Agreement, obtain rights adequate to protect its interests and those of the World Bank, including the right to:

(a) suspend or terminate the right of any Beneficiary Community to receive the benefits of the proceeds of a Subproject Grant, upon the Beneficiary Community's failure to perform any of its obligations under the relevant Subproject Grant Agreement; and

(b) require each Beneficiary Community to:

(A) carry out the relevant Subprojects 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 with the provisions of the Anti-Corruption Guidelines applicable to recipients of loan proceeds other than the Recipient, and in accordance with the applicable ESMP;

(B) assign to MoE the obligation to provide, promptly as needed, the resources required and made available under the relevant Subproject Agreement, for the purpose of carrying out the pertinent Subproject;

(C) assign to MoE its right to procure, in accordance with the provisions of this Agreement, all goods, works and services to be financed out of the Subproject Grant;

(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 Subprojects and the achievement of their objectives;

(E) assign to MoE the obligation to: (1) maintain a financial management system and to 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 relevant Subprojects; and (2) at the World Bank's or the request
of the Recipient, 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 relevant Subprojects 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.

4. The Recipient shall exercise its rights under each Subproject Grant Agreement in such manner as to: (i) protect the interests of the Recipient, the Beneficiary Community and the World Bank; (ii) achieve the purposes of Part 2.2 of the Project and (iii) accomplish the purposes of the Grant. Except as the World Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate, waive or fail to enforce the Subproject Grant Agreements or any of their provisions.

5. Without limitation on the provisions of paragraph 1 of this Section, the Recipient shall ensure that no Subprojects shall be eligible for financing out of the proceeds of this Grant unless said Subprojects shall have first been approved in accordance with the procedures, terms and conditions set forth or referred to in this Agreement and in the Project Operations Manual.

C. Safeguards

1. The Recipient shall carry out the Project in accordance with the provisions of the ESMF and PF in a manner satisfactory to the World Bank. The Recipient shall not, and shall likewise cause the Partner Institution not to, assign, amend, abrogate or waive the ESMF or the PF or any provision thereof, without the written prior approval of the World Bank.

2. For purposes of Part 2 of the Project, the Recipient shall, and shall cause the Partner Institution to: (a) develop site-specific ESMPs in accordance with the ESMF prior to starting any activity requiring an ESMP pursuant to the ESMF; (b) submit such ESMP to ANPE for its review and approval; (c) make arrangements for public review and comment of the site-specific ESMPs, ensure that any comments received during such public review shall be addressed in a manner satisfactory to the World Bank, and ensure that the final version of the site-specific ESMPs, as approved by ANPE shall be disclosed locally; and (d) prior to the issuance of the bidding documents for each contract under any Subproject Agreement regarding the implementation of Part 2 of the Project, prepare and submit for approval to ANPE, or to PCU in the case of the Partner
Institution: (i) the proposed activity and site covered by such contract and the related ESMP in form and substance satisfactory to the World Bank; and (ii) the draft contract for said activity to ensure that the provisions of said ESMP are adequately included in said contract.

3. The Recipient shall, and shall cause the Partner Institution to ensure: (a) that all activities undertaken for the purpose of carrying out Part 2 of the Project comply with environmental standards and guidelines satisfactory to the World Bank; (b) that the selection of any activity under Part 2 of the Project is done in accordance with the provisions of the ESMF; (c) the complete implementation of the ESMPs in a manner acceptable to the World Bank, including all necessary measures to minimize and to mitigate any adverse environmental impacts caused by the implementation of Part 2 of the Project; and (d) that adequate information on the implementation of the ESMPs is suitably included in the Project Reports referred to in Section II.A.1 of this Schedule 2.

4. The Recipient shall, and shall cause the Partner Institution to ensure that no activities under the Project shall involve any involuntary resettlement of population.

5. The Recipient shall prepare and adopt a PF Action Plan prior to the implementation of any activity restricting access of the local population to the NPs which could result in adverse impact on the livelihood of Displaced Persons.

D. Anti-Corruption

The Recipient shall ensure that the Project is carried out in accordance with the provisions of the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011 (“Anti-Corruption Guidelines”).

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 indicators acceptable to the World Bank and set forth in the Project Operations Manual. Each Project Report shall cover the period of one calendar semester, 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. 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, in accordance with the provisions of Section III of this Schedule.

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 have its Financial Statements 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 (6) months after the end of such period.

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

4. The Recipient shall have the Financial Statements referred to in paragraph 2 above audited by independent auditors acceptable to the World Bank, in accordance with consistently applied auditing standards acceptable to the World Bank. Each 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 (6) months after the end of such period.

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:

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 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) National Competitive Bidding, subject to the following additional provisions:

(i) the bidding document clearly explains the bid evaluation, award criteria and bidder qualification criteria;

(ii) any bidder registered in an eligible country, as defined in paragraphs 1.8 to 1.10 of the Procurement Guidelines will be eligible to bid; therefore no restriction based on nationality of bidders or origin of goods shall apply and foreign bidders shall not be subject to any unjustified requirement which will affect their ability to bid;

(iii) government-owned enterprises in the Recipient’s country may participate only if they can establish that they: (A) are legally and financially autonomous; (B) operate under commercial law, and (C) are independent from contracting entity;
(iv) bidders will be allowed to deliver their bids by mail or by hand before the expiration of the deadline for submitting bids;

(v) technical and financial envelopes are submitted together and opened in public, simultaneously during a unique session open to the public for goods, works and non-consulting services; amounts shall be read aloud during the public session; bidders or their representatives are authorized to attend the bid opening session. The date, time and place for bid opening shall be announced in the invitation to bid; this date and time shall be the same as for the deadline for receipt of bids or immediately thereafter;

(vi) bids are evaluated on price and any other criteria disclosed in the bidding documents and quantified in monetary terms and contracts are awarded to the qualified bidder having submitted the lowest evaluated responsive bid, and price shall not be negotiated with the lowest evaluated bidder except under the provisions stated in paragraph 2.63 of the Procurement Guidelines;

(vii) procedures will include the publication of the evaluation results, the contract award and provision for bidders to protest;

(viii) if foreign firms wish to participate, they shall be allowed to do so and no provision for preferential treatment of national firms or mandatory association with a national firm or prior registration in the country of the Recipient shall be applied;

(ix) prior to issuing the first call for bids, a draft standard bidding document to be used under National Competitive Bidding procurement must be submitted to and found acceptable by the World Bank; and

(x) each bidding document and contract for goods, works and non-consulting services to be financed from the proceeds of the Grant shall provide that the supplier, contractor and subcontractor shall permit the World Bank, at its request, to inspect their accounts and records relating to the bid submission and performance of the contract, and to have said accounts and records audited by auditors appointed by the World Bank. The deliberate and material violation by the supplier, contractor or subcontractor of such provision may amount to obstructive practice.
(b) Shopping;

(c) Community participation in procurement following procedures acceptable to the World Bank and set forth in the Project Operations Manual; and

(d) Direct Contracting.

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) Selection under a Fixed Budget; (b) Least Cost Selection; (c) Selection based on Consultants’ Qualifications; (d) Single-source Selection of consulting firms; (e) Selection of Individual Consultants; and (f) Single-source procedures for the 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) Consultants’ services and Training</td>
<td>1,126,200</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Goods, works and non-consulting services</td>
<td>2,295,400</td>
<td>100%</td>
</tr>
<tr>
<td>(3) Goods, works, non-consulting services, consultants’ services and Training under Subproject Grant Agreements</td>
<td>530,000</td>
<td>100%</td>
</tr>
<tr>
<td>(4) Incremental Operating Costs</td>
<td>19,500</td>
<td>100%</td>
</tr>
<tr>
<td>(5) Unallocated</td>
<td>298,900</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL AMOUNT</strong></td>
<td>4,270,000</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 July 31, 2018.
APPENDIX

Definitions


2. “Beneficiary Community” means a legally established community based organization or individual, enterprise or individual micro-entrepreneur of the territory of the Recipient, including, *inter alia*, special interest groups of women and youth under terms and conditions defined in the Project Operations Manual, which are found eligible under the Project Operations Manual to benefit from certain financing under the Project for the carrying out of Subprojects under conditions described in the Project Operations Manual.

3. “Community-based Subproject” means a set of specific activities and investment proposed by a Beneficiary Community, satisfactory to the Bank and to be financed using the proceeds of a Subproject Grant, upon approval by a Consultative and Scientific Steering Commission in accordance with the provisions of the Project Operational Manual.

4. “Consultative and Scientific Steering Commissions” means regional level commissions overseeing scientific aspects of NP management and which also serve under the Project as grant committees responsible for the appraisal and approval of subproject proposals deemed eligible for financing in accordance with the Project Operations Manual.

5. “DGEQV” means Direction Générale de l’Environnement et de la Qualité de la Vie, the General Directorate of Environment and Quality of Life of the Recipient’s Ministry of Environment.

6. “Displaced Persons” means any person who on account of Project execution has experienced or would experience direct economic and social impact caused by the involuntary restriction of access to legally designated parks and protected areas, resulting in adverse impacts on the livelihood of such persons.

7. “ESMF” means the Recipient’s environmental and social management framework for the Project dated October 27, 2012, furnished to the World Bank, which sets forth the guidelines for the preparation of the site-specific environmental and social management plans (“ESMP”) for implementation of the Project’s activities, and the procedures to be applied to any remedial measures to offset or reduce adverse environmental impacts to levels acceptable to the World Bank, as such framework may be amended from time to time with the prior written approval of the World Bank.
8. "Environmental and Social Management Plans" or “ESMPs” means the site-specific environmental and social management plans or Environmental and Social Information Sheets (“ESIS”) that may be required to be prepared under the ESMF, in form and substance satisfactory to the World Bank, by any Beneficiary Community, or anyone able to derive some benefit from, for an activity carried out under the Project, on the basis of the guidelines set forth in the ESMF including the environmental mitigation and protection measures in respect of the carrying out of the Project as well as the administrative and monitoring arrangements to ensure the implementation of said measures, as such plan(s) and sheets may be amended from time to time with the prior written approval of the World Bank.

9. “Incremental Operating costs” means in respect of Category 4 in the table of Section IV.A.2 of Schedule 2 to this Agreement, the incremental expenses incurred on account of Project implementation, including office equipment and supplies, communication costs, IT and office administration costs, travel, per diem and supervision costs, and salaries of locally contracted employees.

10. “Management Plan” means the management plan to be elaborated for each National Park, setting forth the management approach and goals, together with a framework for decision making, to apply in the relevant NP over a given period of time.

11. “Microenterprises-based Sub-project” means a set of specific activities and investment, acceptable to the Bank, selected and appraised by a Consultative and Scientific Steering Commission in accordance with the provisions of the Project Operational Manual, to be implemented by a Beneficiary Community and to be financed using the proceeds of the Subproject Grant.

12. “MoE” means the Recipient’s Ministry of Environment or any successor thereto.

13. “National Parks” or “NPs” means the three (3) targeted national parks under the Project consisting of the Dghoumes National Park, the Jbill National Park and the Djebel Bou-Hedma Reserve and National Park.

14. “National Steering Committee” means the Recipient’s Project Steering Committee referred to in Section I.A.4 of Schedule 2 to this Agreement.

15. “Partner Institution” means the service providing entity or individual, non-governmental organization, or private institution contracted under the Project to assist in preparing and certifying proposals of ecotourism or biodiversity conservation activities and investments under Subprojects presented to the Consultative and Scientific Steering Commissions for approval and thereafter, to provide technical assistance to Beneficiary Communities during the implementation of approved Subprojects.
16. "PCU" means the Project Coordination Unit to be established at MoE pursuant to Article V Section 5.01 (a) of this Agreement.

17. "PF Action Plan" means a process framework action plan acceptable to the World Bank, adopted by the Recipient as part of the ESMPs for each NP which describes the specific actions and measures to be taken by the Recipient, including the provisions for their implementation, under the Project to assist any Displaced Person.

18. "Process Framework" and "PF" means a document of the Recipient prepared, adopted and disclosed on April, 27, 2012 which sets out, inter alia, the process by which Displaced Persons participate in: the design of the Project components, and the identification of measures proposed to assist such Displaced Persons in their efforts to improve their livelihoods or restore them in real terms to pre-displacement levels, while maintaining the sustainability of NPs, as said framework may be amended from time to time with the prior concurrence of the World Bank.


20. "Project Operational Manual" means the manual of procedures dated November 07, 2012 referred to in Section I.A.2 of Schedule 2 to this Agreement and found satisfactory to the World Bank, describing the procedures and arrangements to govern Project implementation and which consists of various schedules setting forth rules, methods, standard documents and procedures for the carrying out of the Project, including the detailed description of the implementation activities under the Project and the sub-institutional arrangements in relation thereto; the administrative, accounting, auditing, reporting, financial, procurement and disbursement procedures for the Project; the guidelines for the screening, appraisal, selection, approval, implementation, monitoring and evaluation of the Community-based Subprojects and the Microenterprises-based Subprojects and the terms and conditions for the Subproject Grant Agreements; an overview of planned capacity building and training activities to be carried out for purposes of the Project; the plan for the monitoring and supervision of the Project, including all pertinent environmental and social aspects in relation thereto, as said manual may be amended from time to time only with the World Bank's prior written consent.

21. "Service Agreement" means the agreement entered into between the Recipient, through MOE, and a Partner Institution, as referred to in Section I.A.6 of this Agreement.

22. "Subproject" means, indiscriminately, a Community-based Subproject or a Microenterprise-based Subproject.
23. "Subproject Grant" means the provision, out of the proceeds of this Grant, of non reimbursable financial resources for the implementation of a Subproject by a Beneficiary Community.

24. "Subproject Grant Agreement" means the agreement entered between the Recipient, through MOE, and a Beneficiary Community for the implementation of a Subproject, as referred to in Section I.B.2 of Schedule 2 to this Agreement.

25. "Training" means the costs of: (i) reasonable expenditures for local and international travel, room and board and *per diem* expenditures incurred by trainers and trainees and by non-consultant training facilitators in connection with training provided under the Project; (ii) course fees; (iii) training facility rentals; (iv) training material preparation, acquisition, reproduction, and distribution expenses; and (v) participating in international workshops and conferences.