H. E. Ingrid Olga EBOUKA BABACKAS  
Minister of Planning and Integration  
Ministry of Planning and Integration  
Brazzaville  
Republic of Congo

Re: SCF-FIP Preparation Grant No. TF0A9109  
Republic of Congo: Northern Agroforestry Project  
Letter Agreement

Excellency:

In response to the request for financial assistance made on behalf of the Republic of Congo ("Recipient"), I am pleased to inform you that the International Bank for Reconstruction and Development ("World Bank"), acting as Implementing Entity for the Forest Investment Program ("FIP") under the Strategic Climate Fund ("SCF"), proposes to extend to the Recipient a grant in an amount not to exceed four hundred twenty five thousand United States Dollars (USD 425,000) ("Grant") on the terms and conditions set forth or referred to in this letter agreement ("Agreement"), which includes the attached Annex, to assist in the financing of the project described in the Annex ("Project").

This Grant is funded out of the abovementioned trust fund for which the World Bank receives periodic contributions from the Donors. In accordance with Section 3.02 of the Standard Conditions (as defined in the Annex to this Agreement), 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.

The Recipient represents, by confirming its agreement below, that it is authorized to enter into this Agreement and to carry out the Project in accordance with the terms and conditions set forth or referred to in this Agreement.
Please confirm the Recipient’s agreement to the foregoing by having an authorized official of the Recipient sign and date the enclosed copy of this Agreement and returning it to the World Bank.

Very truly yours,

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

By

Jean-Christophe Carret
Country Director for Congo
Africa Region

AGREED:
REPUBLIC OF CONGO

By

Authorized Representative

Name: EBDOKA-BHARCKAH Ingrid Olga Chishine
Title: Ministre du plan, de la statistique et de l'intégration régionale
Date: 21 décembre 2018

Enclosures:

(2) Disbursement Letter of the same date as this Agreement, together with the “Disbursement Guidelines for Investment Project Financing”, dated February 2017
(3) “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 and as of July 1, 2016
Article I
Standard Conditions; Definitions

1.01. **Standard Conditions.** 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. **Definitions.** 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, provided that for the purposes of this Agreement, the term "Project", whenever used in the Standard Conditions, shall mean the activities referred to in Section 2.01 of this Annex ("Activities"). The following additional terms shall have the following meanings:

(a) "FIP" means the Forest Investment Program established under the SCF in accordance with the Governance Framework for the SCF.

(b) "Operating Costs" means the incremental operating expenses incurred on account of the implementation of the Project, management and monitoring, consisting of the cost of operation and maintenance of offices, vehicles and office equipment, water and electricity utilities charges, telephone charges, bank charges, travel and per diem, and salaries of contractual staff, but excluding the salaries of officials and public servants of the Recipient.

(c) "SCF" means the Strategic Climate Fund established under the framework of Climate Investment Funds.

(d) "Directorate of Studies and Planning" and "DSP", each means the directorate within the Recipient’s ministry in charge of forest economy, sustainable development and environment responsible for studies and planning, and any successor thereto.

Article II
Project Execution

2.01. **Project Objectives and Description.** The objective of the Grant is to support the preparation of the activities related to the Recipient’s Northern Agroforestry project aimed at strengthening climate smart agriculture and conservation practices in community development zones in the Recipient’s departments of Sangha and Likouala. The Project consists of the following parts:

(a) Carrying out of the proposed project’s related studies and environmental and social assessments.

(b) Preparation of the operations manual as well as the safeguards instruments for the proposed project.

(c) Carrying out of consultation sessions and workshops.

(d) Collection of baseline data in connection with the proposed project.
2.02. **Project Execution.** The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall carry out the Project through the DSP in accordance with the provisions of: (a) Article II of the Standard Conditions; (b) 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 and as of July 1, 2016 (“Anti-Corruption Guidelines”); and (c) this Article II.

2.03. **Institutional and Other Arrangements.** Without limitation upon the provisions of Section 2.02 above:

(a) The Recipient shall, throughout implementation of the Project, maintain the DSP with functions and composition satisfactory to the World Bank, and with staff in adequate numbers, with experience and qualification, including, *inter alia*, two specialists in agriculture and land tenure with terms of reference satisfactory to the World Bank, to be responsible for the overall implementation of the Project, including financial management and procurement.

(b) The Recipient shall ensure that all terms of reference for any technical assistance provided during Project implementation for any assessments or studies to be carried out, shall require that the advice conveyed through such technical assistance be consistent with the requirements of the World Bank Environmental and Social Policy.

2.04. **Project Monitoring, Reporting and Evaluation.** (a) 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. 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.

(c) 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.

2.05. **Financial Management.** (a) The Recipient shall ensure that a financial management system is maintained in accordance with the provisions of Section 2.07 of the Standard Conditions.

(b) 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 quarter, covering the quarter, in form and substance satisfactory to the World Bank.

(c) The Recipient shall have its Financial Statements audited in accordance with the provisions of Section 2.07 (b) of the Standard Conditions. Such audit of the Financial Statements shall cover the entire period during which withdrawals from the Grant Account were made. The audited Financial Statements for such period shall be furnished to the World Bank not later than six (6) months after the end of such period.

2.06. **Procurement**

All goods and consulting 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 the “World Bank Procurement Regulations for IPF Borrowers” dated July 2016, revised November 2017 and August 2018 (“Procurement Regulations”), and the provisions of the
Recipient’s procurement plan for the Project (“Procurement Plan”) dated November 22, 2018 provided for under Section IV of the Procurement Regulations, as the same may be updated from time to time in agreement with the World Bank.

Article III
Withdrawal of Grant Proceeds

3.01. Eligible Expenditures. The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) the Standard Conditions; (b) this Section; and (c) such additional instructions as the World Bank may specify by notice to the Recipient (including the “Disbursement Guidelines for Investment Project Financing”, dated February 2017, 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 following table. The 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, consulting services and Operating Costs under the Project</td>
<td>425,000</td>
<td>100%</td>
</tr>
</tbody>
</table>

**TOTAL AMOUNT** | **425,000** | |

3.02. Withdrawal Conditions. Notwithstanding the provisions of Section 3.01 of this Agreement, no withdrawal shall be made for payments made prior to the date of this Agreement.

3.03. Withdrawal Period. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is September 30, 2019.

Article IV
Recipient’s Representative; Addresses

4.01. Recipient’s Representative. The Recipient’s Representative referred to in Section 7.02 of the Standard Conditions is its minister responsible for planning.

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

- Ministry of Planning and Integration
- B.P. 4119
- Brazzaville
- Republic of Congo
Facsimile:

(242) 22 281 43 69

4.03. **World Bank's Address.** 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

Telex: 248423 (MCI) or 64145 (MCI)

Facsimile: 1-202-477-6391