H. E. Adama Kone  
Minister to the Prime Minister in charge of  
Economy and Finance  
Ministry of Economy and Finance  
Abidjan  
Republic of Cote d'Ivoire

Re: SCF-FIP Grant No. TF0A4193  
Forest Investment Program  
Letter Agreement

Excellency:

In response to the request for financial assistance made on behalf of the Republic of Cote d'Ivoire ("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 two hundred fifty thousand United States Dollars (USD 250,000) ("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
acting as Implementing Entity for the Forest Investment Program under the Strategic Climate Fund

By
Pierre Laporte
Country Director for Cote d’Ivoire
Africa Region

AGREED:
REPUBLIC OF COTE D’IVOIRE

By: 
Authorized Representative

Name: Adama KONE
Title: 
Date: 07 AVR 2017

Enclosures:

(2) Disbursement Letter of the same date as this Agreement, together with World Bank Disbursement Guidelines for Projects, 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


1.02. 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, and 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) “FIP Investment Plan” means the document to be developed by the Recipient on how to structure its REDD+ investments.

(c) “FIP Target Zones” means the South West and the Center of the Recipient’s territory.

(d) “National REDD+ Technical Secretariat” means the unit established under the Recipient’s ministry of environment and sustainable development as referred to in Section 2.03 (a) of this Annex.

(e) “Operating Costs” means the incremental expenses incurred on account of implementation of the Project, consisting of reasonable expenditures, agreed with the World Bank, for the following items: communication and insurance costs, banking charges, rental expenses, office and office equipment maintenance, utilities, document duplication/printing, consumables, travel costs and per diem for Recipient staff for travel linked to the implementation of the Project, and salaries of the Recipient’s contractual staff employed for purposes of the Project (but excluding salaries of civil servants).

(f) “PES” means payment of environmental services.

(g) “REDD+” means reducing emissions from deforestation and forest degradation, conservation of forest carbon stocks, sustainable management of forest, and enhancement of forest carbon stocks.

(h) “SCF” means the Strategic Climate Fund established under the framework of Climate Investment Funds.

(i) “SESA” means the strategic environment and social assessment conducted as part of the Readiness process pursuant to the Grant Agreement between the Recipient and the World Bank dated September 29, 2014 (TF018008).

(j) “Training” means the costs associated with training and workshop participation of personnel involved in the implementation of the Project, including travel and subsistence costs for training and workshop participants, costs associated with securing the services of trainers and
workshop speakers, rental of training and workshop facilities, preparation and reproduction of training and workshop materials, and other costs directly related to training courses and workshop preparation and implementation.

Article II
Project Execution

2.01. Project Objectives and Description. The objective of the Project is to support the Recipient with developing additional studies to inform the Forest Investment Plan. The Project consists of the following parts:

Part I
Carrying out studies in the FIP Target Zones, including: (i) an analysis on potential overlapping claims on degraded lands in the FIP Target Zone in the center of the Recipient's territory; (ii) a gender and social analysis in both FIF Target Zones; and (iii) an analysis of the PES scheme and its sustainability.

Part II
Carrying out a program of activities, including: (a) review of the interim study reports; and (b) national validation workshops and dissemination of said studies, all through the provision of consultants' services, Operating Costs and Training.

2.02. Project Execution Generally. The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall carry out the Project through the Ministry in charge of environment and sustainable development 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 Project implementation, maintain the National REDD+ Technical Secretariat, with functions, composition and organization satisfactory to the World Bank, supported by qualified and experienced staff in adequate numbers, including, inter alia, a Project coordinator and a fiduciary team with terms of reference satisfactory to the World Bank, to be responsible for the carrying out of the Project.

(b) The Recipient shall ensure that all: (i) terms of reference for any technical assistance or studies carried out under the Project; and (ii) safeguards frameworks prepared on the basis of the SESA are consistent with and pay due attention to the World Bank's environmental and social safeguards policies, as well as the Recipient's own laws relating to the environment and social aspects.

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.

(b) 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.

2.07. 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.

2.08. 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 Borrowers under Investment Project Financing” dated July 1, 2016 (“Procurement Regulations”), and the provisions of the Recipient’s procurement plan for the Project (“Procurement Plan”) dated July 1, 2016 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 “World Bank Disbursement Guidelines for Projects” 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, Operating Costs and Training under the Project</td>
<td>250,000</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>250,000</td>
<td></td>
</tr>
</tbody>
</table>

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 December 31, 2017.

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 in charge of finance.

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

   Ministry of Economy and Finance  
   Immeuble SCIAM  
   BP V 163 Abidjan  
   Republic of Cote d’Ivoire

   Facsimile:  
   + 225- 20 30 25 28

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