Strategic Climate Fund
Forest Investment Program
Grant Agreement

(Forest Dependent Communities Project)

between

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
and INTERNATIONAL DEVELOPMENT ASSOCIATION
Acting as administrator of the Forest Investment Program
under the Strategic Climate Fund

and

CARITAS CONGO ASBL

Dated APRIL 26, 2016
Agreement dated April 06, 2016, entered into between:

International Bank for Reconstruction and Development and International Development Association (collectively “World Bank”), acting as administrator of the Forest Investment Program under the Strategic Climate Fund; and

Caritas Congo ASBL (“Recipient”).

The World Bank and the Recipient 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 six million United States Dollars ($6,000,000) ("Grant") to assist in financing the Project.

3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section IV of Schedule 2 to this Agreement.

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

**Article IV**  
**Additional Remedies**

4.01. The Additional Events of Suspension referred to in Section 4.02(k) of the Standard Conditions consist of the following:

(a) The Recipient’s Statutes and Basic Legislation have been amended, suspended, abrogated, repealed or waived so as to affect the ability of the Recipient to perform any of its obligations under this Agreement.

(b) The Recipient’s status as National Executing Agency, as per the DGM Framework Operational Guidelines, has been amended, suspended, abrogated, repealed or waived so as to affect the ability of the Recipient to perform any of its obligations under this Agreement.

(c) The Member Country has taken or permitted to be taken any action, which would prevent or interfere with the performance by the Recipient of its obligations under this Agreement.

(d) The Member Country has taken or permitted to be taken any action, which would prevent or interfere with the ability of the National Steering Committee to perform any of its responsibilities under the Project.

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

**Article V**
**Effectiveness; Termination**

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

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

(b) if the World Bank so requests, the evidence that the condition of the Recipient, as represented or warranted to the World Bank at the date of this Agreement, has undergone no material adverse change after such date; and

(c) the Recipient has prepared and approved the Project Implementation Manual in form and substance satisfactory to the World Bank, as endorsed by the National Steering Committee.

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

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

5.04. *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 by the date 120 days after the date of this Agreement (the Effectiveness Deadline), 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.

5.05 Without prejudice to Section 5.01 of this Agreement, the Effectiveness Deadline shall in no case be later than eighteen (18) months after the World Bank’s approval of the Grant.

Article VI
Recipient’s Representative; Addresses

6.01. The Recipient’s Representative referred to in Section 7.02 of the Standard Conditions is its Executive Secretary.

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

26, Avenue Basoko - Commune de la Gombe
Kinshasa 1
Democratic Republic of Congo

Email: directeur@caritasdev.cd

Tel.: +243 81 526 17 83

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

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

Cable: 248423 (MCI) or Washington, D.C.
Telex: 1-202-477-6391
Facsimile: 64145 (MCI)
AGRED at Kinshasa, DRC, as of the day and year first above written.

INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION
Acting as administrator of the Forest Investment Fund
under the Strategic Climate Fund

By

Authorized Representative

Name: Ahmadou Tourenga Ndege
Title: Country Director

CARITAS CONGO ASBL

By

Authorized Representative

Name: Bruno Nteyo
Title: Secrétaire Exécutif
SCHEDULE 1
Project Description

The objective of the Project is to strengthen the capacity of targeted IPLC in the Member Country’s selected territories and at the national level to participate in REDD+-oriented land and forest management activities.

The Project consists of the following parts:

Component 1: Reinforce the Participation of IPLC in Forest and Land Management Processes Related to REDD+

Provide support to IPLC, including administrative and financial management issues, and improve dissemination of information about REDD+ and its impact on IPLC by:

(a) building capacities at the national level for strengthening IPLC voices on land and forest policies, including advocacy and lobbying efforts towards stronger recognition and promotion of IPLC rights in order to: (i) improve the way in which IPLC are taken into account in the forest sector; (ii) support the participation of legitimate IPLC leaders in the land tenure policy reform process; and (iii) provide support to operationalize formal recognition of traditional rights of the IPLC for specific forested areas either by using the existing legal framework (community forestry, community-managed protected areas) or supporting the development in the country of innovative initiatives tested in other countries for community-based natural resources management.

(b) strengthening the capacity of the IPLC to participate in forest and land management activities, including activities to reinforce the IPLC representation and legitimacy at the local level and increase the capacity of the IPLC organizations, especially their knowledge about forests and land tenure through training, *inter alia*.

Component 2: Support Community-based Sustainable Forest and Land Management

Empower IPLC through the formal recognition of their traditional user rights and the financing of natural resources management activities that enhance climate change adaptation, the sustainable management of forest landscapes to improve rural livelihoods and the promotion of cultural and traditional values by:
(a) promoting sustainable forest and land management through alternative livelihood activities and promotion of the IPLC culture through the provision of Micro-grants for Micro-projects to IPLC to engage in alternative livelihoods or in making their current livelihood more sustainable in order to demonstrate the capacity of said IPLC to implement such Micro-projects; and

(b) empowering IPLC for the formal recognition of their user rights, including by exploring and testing innovative ways to secure IPLC forest management activities and/or formally recognizing IPLC traditional governance systems; all in order to secure users rights on some portions of land through the recognition of an official status which will give IPLC as forest-dwelling communities an opportunity to fully benefit from their local resources.

Component 3: Increase the Capacity to Implement Development Activities for IPLC and Consolidate Feedback

Ensure smooth and adequate implementation of the Project by:

(a) carrying out effective and efficient coordination, implementation and fiduciary management for the Project through the Recipient; and

(b) strengthening feedback channels at the local and national levels in order to create an inclusive national network of IPLC representatives that maintain direct connections with leaders and organizations on the field and monitors Micro-projects implementation, community satisfaction (including FORM) and reporting to the National Steering Committee.
SCHEDULE 2

Project Execution

Section I. Institutional and Other Arrangements

A. Institutional Arrangements

1. The Recipient shall:
   
   (a) cooperate throughout the period of Project implementation, with the National Steering Committee for overall guidance and oversight for the Project, approval of Micro-projects and Annual Work Programs; and
   
   (b) maintain throughout the period of Project implementation, the Operational Team composed of qualified experts in adequate numbers to follow-up the safeguard, fiduciary and technical issues and provide secretariat services to the National Steering Committee;
   
   all with the composition, staffing, terms of reference, qualifications and powers acceptable to the World Bank as further described in the Project Implementation Manual.

2. (a) The Recipient shall, not later than November 30 in each calendar year during Project implementation, prepare, and furnish to the World Bank after approval by the National Steering Committee, a program of activities proposed for inclusion in the Project during the following calendar year, including: (a) a detailed timetable for the sequencing and implementation of said activities; (b) the types of expenditures required for such activities; and (c) the planned procurement methods for the expenditures (“Annual Work Program”).
   
   (b) The Recipient shall exchange views with the World Bank on each such proposed annual work program, and shall thereafter carry out such program of activities for such following year as shall have been agreed between the Recipient and the World Bank.
   
   (c) Only those activities which are included in an Annual Work Program shall be included in the Project. Notwithstanding the foregoing, the Annual Work Program might be amended from time to time to include new activities with the prior and written concurrence of the World Bank.
B. 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”).

C. Project Implementation Manual and Safeguard Documents

(a) The Recipient shall carry out the Project in accordance with the Project Implementation Manual and the Safeguard Documents.

(b) The Recipient shall not withdraw its endorsement to the Project Implementation Manual or to the Safeguard Documents and shall not amend or waive said manual or documents without the prior written approval of the World Bank.

(c) In the event of any conflict between the provisions of the Project Implementation Manual or the Safeguard Documents and this Agreement, the provisions of this Agreement shall prevail.

D. Micro-projects.

For the purposes of carrying out Component 2(a) of the Project, the Recipient shall:

(a) submit for the Operational Team’s pre-selection and the National Steering Committee’s approval, eligible Micro-projects in favor of eligible Beneficiaries in accordance with the guidelines and procedures set forth in the Project Implementation Manual;

(b) thereafter, enter into an agreement with the eligible Beneficiaries (“Micro-project Agreement”), under terms and conditions approved by the World Bank and included in the Project Implementation Manual, for the provision of Micro-grants on a non-reimbursable grant basis for the implementation of said Micro-project;

(c) ensure that each Micro-project Agreement is prepared based on the model form approved by the World Bank and included in the Project Implementation Manual, in which the Recipient shall obtain rights adequate to protect its interests and those of the World Bank, including the right to: (1) suspend or terminate the right of the Beneficiary to use the proceeds of the Micro Grant, or obtain a refund of all or any part of the amount of the Micro Grant then withdrawn, upon the Beneficiary’s failure to perform any of its obligations under the Micro-project Agreement; and (2) require each Beneficiary to: (a) carry out its pertinent Micro-project
with due diligence and efficiency and in accordance with sound technical, economic, 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 Grant proceeds other than the Recipient, and the Safeguard Documents; (b) provide, promptly as needed, the resources required for the carrying out of the Micro-project; (c) procure the goods, works, non-consulting services and consultants’ services to be financed out of the Micro Grant in accordance with the provisions of this Agreement; (d) maintain procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the World Bank, the progress of the pertinent Micro-project and the achievement of its objectives; (e) maintain a simplified financial management system and records in accordance with consistently applied accounting standards acceptable to the Bank for community driven initiatives; (f) enable the Recipient and the World Bank to inspect the pertinent Micro-project, its operation and any relevant records and documents; and (g) prepare and furnish to the Recipient and the World Bank all such information as the Recipient or the World Bank shall reasonably request relating to the foregoing; and

(d) exercise its rights and carry out its obligations under the Micro-project Agreements in such manner as to protect the interests of the Recipient and the World Bank and to accomplish the purposes of the Grant. Except as the World Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate, waive, terminate or fail to enforce any Micro-project Agreement or any provisions thereof.

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 as set forth in the Project Implementation Manual. Each Project Report shall cover the period of one calendar year, and shall be furnished to the World Bank not later than three month after the end of the period covered by such report.

2. The Recipient shall prepare the Completion Report in accordance with the provisions of Section 2.06 of the Standard Conditions. The Completion Report shall be furnished to the World Bank not later than six months after the Closing Date.
B. **Financial Management; Financial Reports; Audits**

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

2. The Recipient shall ensure that interim unaudited financial reports for the Project are prepared and furnished to the World Bank not later than 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 year of the Recipient. The audited Financial Statements for each such period shall be furnished to the World Bank not later than six months after the end of such period.

**Section III. Procurement**

A. **General**

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

   (a) Section I of the “Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” dated January 2011 as revised in July 2014 (“Procurement Guidelines”) in the case of goods, works, and non-consulting services, and Sections I and IV of the “Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” dated January 2011 as revised in July 2014 (“Consultant Guidelines”) in the case of consultants’ services; and

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

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

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

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

2. Other Methods of Procurement of Goods, Works, and Non-consulting Services. The following methods, other than International Competitive Bidding, may be used for procurement of goods, works, and non-consulting services for those contracts specified in the Procurement Plan: (a) Limited International Bidding; (b) Shopping; (c) procurement under Framework Agreements in accordance with procedures which have been found acceptable to the World Bank; (d) Direct Contracting; (e) Well-established Private Sector Procurement Methods or Commercial Practices which have been found acceptable to the World Bank; and (f) Community Participation procedures which have been found acceptable to the World Bank.

C. Particular Methods of Procurement of Consultants’ Services

1. Quality- and Cost-based Selection. Except as otherwise provided in paragraph 2 below, consultants’ services shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection.

2. Other Methods of Procurement of Consultants’ Services. The following methods, other than Quality- and Cost-based Selection, may be used for procurement of consultants’ services for those assignments which are specified in the Procurement Plan: (a) Quality-based Selection; (b) Selection under a Fixed Budget; (c) Least Cost Selection; (d) Selection based on Consultants’ Qualifications; (e) Single-source Selection of consulting firms; (f) Well-established Private Sector Procurement Methods or Commercial Practices which have been found acceptable to the World Bank; (g) Selection of consultants under Indefinite Delivery Contract or Price Agreement; (h) Selection of Individual Consultants; and (i) 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) Goods, works, non-consulting services, and consultants' services required for Micro-projects under Component 2(a) of the Project</td>
<td>1,800,000</td>
<td>Up to 100% of the amount disbursed under a Micro-grant</td>
</tr>
<tr>
<td>(2) Management Fees</td>
<td>500,000</td>
<td>100%</td>
</tr>
<tr>
<td>(3) Goods, non-consulting services, consultant's services, Training and Operating Costs required under the Project</td>
<td>3,700,000</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>6,000,000</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:

   (a) for payments made prior to the date of this Agreement, except that withdrawals up to an aggregate amount not to exceed $100,000 equivalent
may be made for payments made up to twelve months prior to this date for Eligible Expenditures; and

(b) under Category (1), until and unless the Recipient has signed the first Micro-project Agreement in form and substance satisfactory to the World Bank.

2. The Closing Date referred to in Section 3.06(c) of the Standard Conditions is July 31, 2021.

Section V. Other Undertakings

1. By July 31, 2018, or such other date as the World Bank shall agree upon, the Recipient shall: (i) carry out, jointly with the National Steering Committee and the World Bank, a mid-term review of the implementation of the Project, which shall cover the progress achieved in the implementation of the Project; and (ii) following such mid-term review, act promptly and diligently to take any corrective action as shall be agreed by the World Bank.

2. By January 31, 2018 or such other date as the World Bank shall agree upon, the Recipient shall hire an independent social auditor in charge of evaluating the social aspects of the Project at mid-term review and at the Closing Date, with terms of reference, qualifications and experience satisfactory to the World Bank and in accordance with Section III of this Schedule and in form and substance satisfactory to the World Bank.

3. Not later than three (3) months after the Effective Date, the Recipient shall: (a) update its accounting software parameters in order to take into account the specificity of the Project and customize it to generate the Project’s interim unaudited financial reports; and (b) finalizes a training plan in procurement procedures for the Recipient’s staff involved in the Project, said training plan to be found in form and substance satisfactory to the World Bank.

4. Not later than six (6) months after the Effective Date, the Recipient shall hire independent auditors for the Project with terms of reference, qualifications and experience satisfactory to the World Bank and in accordance with Section III of this Schedule and in form and substance satisfactory to the World Bank.
APPENDIX

Definitions

1. “Annual Work Program” means the annual work program to be prepared by the Recipient not later than November 30 in each calendar year during Project implementation and to be approved by the National Steering Committee and the World Bank.


3. “Beneficiaries” means IPLC organizations eligible under Component 2(a) of the Project to receive a Micro Grant in order to carry out a Micro-project under a Micro-project Agreement, as set forth in the Project Implementation Manual.

4. “Caritas Congo ASBL” means Caritas Congo Association Sans But Lucratif, a non-governmental organization created and operating in accordance with the laws of the Member Country.

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


8. “Environmental and Social Management Framework” means the framework adopted by the Recipient and dated August 1, 2015, acceptable to the World Bank, as published and available to the public on the website http://www.caritasdev.cd/fr/images/news2016/cgex-pacdf-valide.pdf, which contains the environmental protection measures in respect of the Project, including: (i) protection of natural habitats and pest management; (ii) guidelines for the identification of existing environmental conditions and potential direct and indirect environmental impacts resulting from the carrying out of the Project; (iii) guidelines for the carrying out of environmental assessments and the preparation of environmental management plans, when applicable; (iv) the recommendation of mitigation measures for each negative impact identified; and
(v) measures for enhancing each identified positive impact, as said framework may be amended from time to time with the prior written approval of the World Bank.

9. "FGRM" means feedback, grievance and redress mechanism, a mechanism to be established (or caused to be established) and maintained (or caused to be maintained) by the Recipient as further detailed in the Project Implementation Manual.

10. "FIP" means Forest Investment Program under the Strategic Climate Fund.

11. "Indigenous Peoples" or "IP" means a distinct, vulnerable, social and cultural group possessing the following characteristics in varying degrees: (a) self-identification as members of a distinct indigenous cultural group and recognition of this identity by others; (b) collective attachment to geographically distinct habitats or ancestral territories in the project area and to the natural resources in these habitats and territories; (c) customary cultural, economic, social, or political institutions that are separate from those of the dominant society and culture; and (d) an indigenous language, often different from the official language of the country or region.

12. "IPLC" means collectively Indigenous Peoples and Local Communities in the territory of the Member Country.

13. "Local Communities" or "LC" means the communities that live in areas neighboring the IP areas and share with them traditions, rituals (including religious events), and livelihoods (centered on hunting).

14. "Management Fees" means the fees detailed in the technical proposal made by the Recipient as included and explained in the Project Implementation Manual.


16. "Micro-grants" means a grant made by the Recipient out of the proceeds of the Grant to a selected Beneficiary for the partial financing of an eligible Micro-project, subject to the specific terms and conditions set forth in the Project Implementation Manual and in the relevant Micro-project Agreement.

17. "Micro-project" means a Micro-project selected under Component 2(a) of the Project and to be carried out by Beneficiaries in accordance with the selection criteria set forth in the Project Implementation Manual.

18. "Micro-project Agreement" means each agreement to be entered into between the Recipient and an eligible Beneficiary, as specified in Section I D of Schedule 2 to this Agreement, and as further detailed in the Project Implementation Manual.
19. "National Executing Agency" means the entity selected by the Member Country to carry out the Project in accordance with the standards established under the DGM Framework Operational Guidelines.

20. "National Steering Committee" means a steering committee for the Project established and operating in accordance with its bylaws (Règles de Fonctionnement du Comité de Pilotage National) and the minutes of installation of its members (Procès-Verbal de Validation des Membres du Comité National de Pilotage du Mecanisme Special de Dons Dédié aux Peuples Autochtones et Communautés Locales en République Democratique du Congo) dated November 2, 2014, with functions, powers, resources and qualifications acceptable to the World Bank as defined in the Project Implementation Manual, in charge of deliberative and social control; approval of the Annual Work Programs; selection, approval and follow-up of Micro-projects; and general oversight of Project implementation.

21. "Operational Team" means the Recipient’s team composed of qualified experts in adequate numbers to follow-up the safeguard, fiduciary and technical issues and provide secretariat services to the National Steering Committee, as further detailed in the Project Implementation Manual.

22. "Operating Costs" means the reasonable incremental operating costs (which would not have been incurred in the absence of the Project), other than those covered under the Management Fees, as said costs are approved each year through the Annual Work Programs and related to Project technical and administrative management, monitoring and supervision required under the Project, including inter alia, technical and operational support staff (other than those covered under the Management Fees), office equipment, supplies, travel costs (including accommodations, transportation costs and per diem), printing services, communication costs, utilities, maintenance of office equipment and facilities and logistics services.


25. "Procurement Plan" means the Recipient’s procurement plan for the Project, dated February 8, 2016 and referred to in paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.
26. "Project Implementation Manual" means the manual to be adopted by the Recipient as referred to in Section 5.01 of this Agreement, for the implementation of the Project, including, inter alia: (i) the terms of reference, functions and responsibilities for the members or the personnel of the Recipient in the Operational Team in charge of Project implementation and management; (ii) the procedures for procurement of goods, works, non-consulting services, consultants’ services, Operating Costs, and Training, as well as for financial management and internal and external audits under the Project; (iii) the indicators to be used in the monitoring and evaluation of the Project; (iv) the criteria, detailed rules and procedures for the selection of the Micro-projects by the National Steering Committee and the model form for the Micro-project Agreements; (v) the customized statements of expenditures, the interim financial reports, the Project Reports; (vi) flow and disbursement arrangements of Grant funds; (vii) the Safeguard Documents; (viii) the DGM Framework Operational Guidelines; (ix) the details and content of the Management Fees; and (x) the FGRM; as said manual may be amended from time to time with the World Bank’s prior approval.

27. "Recipient’s Statutes and Basic Legislation" means the Recipient’s statutes published on the Member Country’s official gazette on June 15, 2011 and the current registration certificate issued by the Ministry of the Member Country in charge of planning, all found satisfactory to the World Bank and the Recipient’s endorsement letter (No. 318/MIN/FINANCES/CTR/Kit/KAN/2015) dated December 19, 2015 authorizing the Recipient to carry out its activities under the Project and found satisfactory to the World Bank.

28. "REDD+" means reducing emissions for deforestation and forest degradation, and the role of conservation, sustainable forest management and enhancement of forest carbon stocks.

29. "Safeguard Documents" means collectively the Environmental and Social Management Framework, the Process Framework and the Social Assessments as well as any subsequent plan or evaluation that may be prepared in accordance with said Social Management Framework, Process Framework and Social Assessments during Project implementation.


31. "Training" means the training of persons involved in Project-supported activities, based on the Annual Work Program approved by the World Bank, such term
including scholarships, seminars, workshops, and study tours, and costs associated with such activity including travel and subsistence costs for training participants, costs associated with securing the services of trainers, rental of training facilities, preparation and reproduction of training materials, and other costs directly related to training preparation and implementation.