Global Environment Facility
Grant Agreement

(Wildlife and Human-Elephant Conflicts Management Project)

between

GABONESE REPUBLIC

and

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

Dated October 6, 2016
GLOBAL ENVIRONMENT FACILITY GRANT AGREEMENT

AGREEMENT dated October 6, 2016, entered into between GABONSE REPUBLIC ("Recipient") and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("World Bank"), acting as an Implementing Agency of the Global Environment Facility ("GEF").

The Recipient and the World Bank hereby agree as follows:

Article I
Standard Conditions; Definitions


1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the Standard Conditions or in this Agreement.

Article II
The Project

2.01. The Recipient declares its commitment to the objectives of the project described in Schedule 1 to this Agreement ("Project"). To this end, the Recipient shall carry out the Project through ANPN ("Project Implementing Entity") in accordance with the provisions of Article II of the Standard Conditions and with the provisions of the Convention on International Trade in Endangered Species of Wild Fauna and Flora.

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 nine million fifty-five thousand and forty-six United States Dollars ($9,055,046) ("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 Global Environmental Facility for which the World Bank receives periodic contributions from the donors to the trust fund. In accordance with Section 3.02 of the Standard Conditions, the World Bank's payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the donors under the abovementioned trust fund, and the Recipient's right to withdraw the Grant proceeds is subject to the availability of such funds.

Article IV
Effectiveness; Termination

4.01. This Agreement shall not become effective until evidence satisfactory to the World Bank has been furnished to the World Bank that the conditions specified below have been satisfied.

(a) The execution and delivery of this Agreement on behalf of the Recipient has been duly authorized or ratified by all necessary governmental action.

(b) If the World Bank so requests, the condition of the Project Implementing Entity, as represented or warranted to the World Bank at the date of this Agreement, has undergone no material adverse change after such date.

(c) The Subsidiary Agreement referred to in Section I.A.2. of Schedule 2 to this Agreement has been executed on behalf of the Recipient and the Project Implementing Entity.

4.02. As part of the evidence to be furnished pursuant to Section 4.01(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 the following matters:

(a) 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; and

(b) the Subsidiary Agreement referred to in Section I.A.2. of Schedule 2 to this Agreement has been duly authorized or ratified by the Recipient and the Project Implementing Entity and is legally binding upon each such party in accordance with its terms.

4.03. 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 4.01 ("Effective Date"). If, before the Effective Date, any event has occurred which would have entitled the World Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if this Agreement had been effective, the World Bank may postpone the dispatch of the notice referred to in this Section until such event (or events) has (or have) ceased to exist.

4.04. Remedies of the World Bank. The Additional Event of Suspension consists of the following, namely that the Project Implementing Entity's Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Project Implementing Entity to perform any of its obligations under the Subsidiary Agreement.

4.05. 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 ninety (90) days after the date of this Agreement, unless the World Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The World Bank shall promptly notify the Recipient of such later date.

Article V
Recipient's Representative; Addresses

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

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

Ministère du Développement Durable, de l’Economie,
der la Promotion des Investissements et de la Prospective
BP 747
Libreville
Gabonese Republic

Facsimile:
+241-(0)7 9 55 27

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

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

Telex: Facsimile:
248423 (MCI) or 1-202-477-6391
64145 (MCI)
AGREED at Washington D.C., United States of America, as of the day and year first above written.

GABONESE REPUBLIC

By: [Signature]

Authorized Representative

Name: [Signature]

Title: [Signature]

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

By: [Signature]

Authorized Representative

Name: [Signature]

Title: [Signature]
SCHEDULE 1

Project Description

The objective of the Project is to reduce elephant poaching and human-elephant conflicts in the Target Zones.

The Project consists of the following parts:

Part I:  Support to National Ivory Action Plan Implementation

Carrying out the following activities aimed at strengthening the institutional and operational capacity of DGFAP and ANPN to implement the National Ivory Action Plan (NIAP):

A. Developing Elephant Database

1. Developing a centralized management information system (MIS) to provide access and consult natural resource-related data with a focus on data related to elephants.

2. Creating and maintaining a national Human-Elephant Conflict (HEC) database and a data collection and including the provision of Training required for the purpose.

B. Strengthening Implementation of Wildlife Protection Laws

1. Operationalizing a laboratory for genetic analyses of seized ivory to determine its provenance and providing Training required for the purpose.

2. Participating in the collaboration for the development of a network of experts in ivory genetic analysis in countries concerned by the supply and demand side of the ivory trade.

3. Providing Training to law enforcement officers and judiciary staff on, inter alia: (a) forensics and wildlife crime investigation; and (b) environmental law and regulations.

C. Education, Information and Communication

Carrying out communication and awareness campaigns on illegal trade in wildlife, including developing a communication program targeting schools.
Part II: Support for Integrated Landscape Management and Mitigation of HEC

Carrying out the following activities aimed at sustaining and re-establishing elephant habitat connectivity allowing for elephant conservation and improvement of protected areas for local communities; including:

A. Protected Areas and Wildlife Management

1. Strengthening the Recipient’s surveillance capacity in Target Zones and their peripheries through: (a) support for the expansion of patrols guards staff; (b) rehabilitation of access roads; and (c) provision of Training, vehicles and equipment required for the purpose.

2. Identifying elephant corridors between the Target Zones, determining seasonal distribution of elephants, a management plan for their protection, and provision of goods required for the purpose.

3. Strengthening Local Management Consultative Committees capacity to manage the natural resources within their purview through the provision of Training and goods required for the purpose.

4. Carrying out small rehabilitation infrastructure including water pumps and basic means of transportation in selected communities in the Target Zones.

B. Human-Elephant Conflicts Mitigation Efforts

1. Identification, testing and monitoring of HEC mitigation techniques in Target Zones and collection of resulting data to feed the HEC database created under the Project; through *inter alia:* (a) the use of fences, gas lamps, noise, etc.; and (b) the identification and Training of HEC Community Rangers.

2. Undertaking assessments to develop options for potential insurance/compensation scheme for victims of HEC.

Part III: Transboundary Park Co-management (Mayumba-Coukouati)

Carrying out the following activities aimed at enhancing patrols, rehabilitating surveillance outposts and facilitating information exchange and joint patrols across the Recipient’s border:

A. Operationalize the Mayumba-Coukouati Cooperation Agreement

Initiating cooperation for the management of protected areas covered by the Mayumba-Coukouati Cooperation Protocol between the Recipient and the Republic of Congo for sharing information and intelligence on international wildlife trade activities through facilitating meetings and joint patrols.
B. **Transboundary Park Surveillance Effort**

1. Reinforcing the surveillance of elephant corridors in the Recipient’s southwestern border zone through the provision of equipment, a mobile patrol brigade and the construction of park and surveillance out-posts.

2. Developing a protocol for anti-poaching activities.

**Part IV: Project Coordination, Management, Monitoring and Evaluation**

Providing support to the Recipient in the areas of Project management, coordination, financial management, environmental and social safeguards, procurement, monitoring and evaluation and audits.
SCHEDULE 2

Project Execution

Section I. Institutional and Other Arrangements

A. Institutional Arrangements

1. Steering Committee

The Recipient shall, not later than one (1) month after the Effective Date, establish and thereafter maintain, throughout the Project implementation period with composition, mandate and resources satisfactory to the World Bank, a steering committee to be chaired by the ministry in charge of economy and comprised of representatives of the ministries in charge of forests, environment, protection of natural resources and sea, and key stakeholders, to be responsible for: (i) approving policy guidelines and providing overall supervision of the Project’s implementation; (ii) approving the Annual Work Plan; (iii) approving the annual Procurement Plan; and (iv) reviewing the Project annual implementation performance and overseeing the implementation of corrective actions, when necessary (the “Steering Committee”).

2. Subsidiary Agreement

(a) To facilitate the carrying out of the Project, the Recipient shall make the proceeds of the Grant available to the Project Implementing Entity under a subsidiary agreement (“Subsidiary Agreement”) between the Recipient and the Project Implementing Entity, under terms and conditions approved by the World Bank, which shall include the following:

(i) the Recipient’s obligation to provide in the form of a grant the proceeds of the Grant to the Project Implementing Entity on terms and conditions satisfactory to the World Bank;

(ii) the Project Implementing Entity’s obligation to carry out the Project with due diligence and efficiency, in conformity with appropriate administrative, technical, environmental and social practices, under the supervision of qualified and experienced management assisted by competent staff in adequate numbers, and in accordance with the provisions of the Project Implementation Manual;

(iii) the Project Implementing Entity’s obligation to maintain a financial management system and 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 Project;

(iv) the Project Implementing Entity’s obligation to carry out the Project in accordance with the Anti-Corruption Guidelines;

(v) the Project Implementing Entity’s obligation to procure the goods, works, and services required for the Project and to be financed out of the proceeds of the Grant, in accordance with the provisions of Section III of this Schedule;

(vi) the Project Implementing Entity’s obligation to furnish all such information as the Recipient or the World Bank shall reasonably request;

(vii) the Project Implementing Entity’s obligation to ensure compliance with Safeguards Instruments for activities under the Project;

(viii) the Project Implementing Entity’s obligation to promptly inform the Recipient and the World Bank of any condition which interferes or threatens to interfere with the progress of the implementation of the Project and the performance of its obligations under the Subsidiary Agreement; and

(ix) the Project Implementing Entity’s obligation to neither take nor concur in any action which would have the effect of amending, abrogating, assigning or waiving the Subsidiary Agreement.

(b) The Subsidiary Agreement shall include a provision stipulating that in the case of conflict between the Subsidiary Agreement and this Agreement, the latter shall apply.

(c) The Recipient shall exercise its rights under the Subsidiary Agreement 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 or waive the Subsidiary Agreement or any of its provisions.

B. Project Implementation Manual

1. The Recipient shall cause the Project to be implemented in accordance with, the Project Implementation Manual, acceptable to the World Bank, which shall include fiduciary policies and procedures to be followed in conducting its operations, including the Project, such manual to cover, inter alia, financial management, procurement, disbursement and monitoring and evaluation arrangements for the Project.
2. The Recipient shall cause the Project Implementation Entity to update, not later than one (1) month after the Effective Date, the Project Implementation Manual to include detailed policies and procedures on the intended purposes of equipment provided for under Part III of the Project; adequate mitigation and safeguards measures to ensure that said equipment are not misused; adequate training provided to users; and arrangements for monitoring the activities involving of said equipment.

2. The Project Implementation Manual shall not be amended or none of its provision shall be waived without the World Bank’s prior written agreement.

3. Notwithstanding the foregoing, in the event of any inconsistency between the provisions of the Project Implementation Manual and this Agreement, the provisions of this Agreement shall govern.

C. Annual Work Plan

1. The Recipient shall prepare, in accordance with terms of references acceptable to the World Bank, and furnish to the World Bank no later than November 30 of each calendar year throughout the implementation of the Project, a work plan of activities proposed for inclusion in the Project for the next calendar year, together with a budget for such activities, a timetable for their implementation and the source and uses of funds therefor.

2. The Recipient shall afford the World Bank a reasonable opportunity to exchange views with the Recipient on such proposed work plan; and, thereafter, carry out such work plan during the period covered by said plan, according to such budget, both as shall have been approved by the World Bank (“Annual Work Plan”).

3. Only such activities as shall have been included in the Annual Work Plan shall be eligible for inclusion in the Project and for financing out of the proceeds of the Grant.

D. Safeguards

1. The Recipient shall ensure that the Project is carried out in accordance with the Safeguards Instruments, and to that end, if any activity included in an Annual Work Plan would, pursuant to the Safeguards Frameworks, require the adoption of any Safeguards Document:

   (a) (i) prepare such Safeguards Document and furnish it to the World Bank for review and approval; and (ii) thereafter adopt such Safeguards Document prior to implementation of the activity in question; and

   (b) thereafter take such measures as shall be necessary or appropriate to ensure compliance with the requirements of such Safeguards Document.
2. Without limitation upon its other reporting obligations under this Agreement, the Recipient shall regularly collect, compile and submit to the World Bank every calendar semester, reports, in form and substance satisfactory to the World Bank, on the status of compliance with the Safeguards Instruments, giving details of:

(a) measures taken in furtherance of such Safeguards Instruments;

(b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of such Safeguards Instruments; and

(c) remedial measures taken or required to be taken to address such conditions.

3. The Recipient shall afford the World Bank a reasonable opportunity to review the reports prepared under paragraph 2 of this Part F, and thereafter shall carry out or cause to be carried out, with due diligence, all remedial measures agreed with the World Bank so as to ensure the proper implementation of the Project in accordance with the Safeguards Instruments.

E. Anti-Corruption

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

Section II. Project Monitoring, Reporting and Evaluation

A. Documents; Records

In addition, and without limitation to the obligations set forth in Section 2.05 of the Standard Conditions, the Recipient shall ensure that:

(a) all records evidencing expenditures under the Project are retained for seven years and six months after the Closing Date, such records to include: (i) this Agreement, all addenda thereof, and any amendments thereto; (ii) the Recipient’s financial and narrative progress reports submitted to the World Bank; (iii) the Recipient’s financial information related to the Grant, including audit reports, invoices and payroll records; (iv) the Recipient’s implementation documentation (including sub-agreements, procurement files, contracts, purchase orders); and (v) the corresponding supporting evidence referred to in Section 3.04 of the Standard Conditions; and

(b) the representatives of the World Bank are: (i) able to examine all records referred to above in paragraph (a); (ii) provided all such information concerning such records as they may from time to time reasonably request; and (iii) able to disclose such records and information to the Donor(s).
A. Project Reports; Completion Report

1. The Recipient shall cause the Project Implementing Entity to 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 (1) calendar semester, and shall be furnished to the World Bank not later than one (1) 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 (6) months after the Closing Date. In order to assist the Recipient in preparing the Completion Report, the Recipient shall employ consultants 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 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 (1) 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.

4. The Recipient shall recruit, not later than five (5) months after the Effective Date, the external auditor referred to Section 2.07(b) of the Standard Conditions in accordance with Section III to Schedule 2 to this Agreement and pursuant to terms of reference satisfactory to the World Bank.

5. The Recipient shall, not later than one (1) month after the Effective Date, upgrade its computerized accounting system for the Project, in a manner acceptable to the World Bank.
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 the requirements set forth or referred to in Section I of the Procurement Guidelines, and with the provisions of this Section.

2. Consultants' Services. All 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 Sections I and IV of the Consultant Guidelines, and with the provisions of this Section.

3. 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) National Competitive Bidding subject to the additional provisions of paragraph 3 of this Section III.B; (c) Shopping; (d) Direct Contracting; and (e) Procurement from UN Agency.

3. Each bidding document and contract financed out of the proceeds of the Loan shall provide that: (i) in accordance with paragraph 1.16(e) of the Procurement Guidelines, each bidding document and contract financed out of the proceeds of the financing will provide that: (a) the bidders, suppliers, contractors, and their subcontractors, agents, personnel, consultants, service providers, or suppliers will permit the World Bank as the supervising entity, at its request, to inspect all accounts, records and other documents relating to the submission of bids and contract performance, and will have said accounts and records audited by auditors appointed by the World Bank as supervising entity; and (b) the deliberate and
material violation of such provision may amount to an obstructive practice as defined in paragraph 1.16 (a)(v) of the Procurement Guidelines; (ii) invitations to bid shall be advertised in national newspapers with wide circulation; (iii) the bid evaluation, qualification of bidders and contract award criteria shall be clearly indicated in the bidding documents; (iv) bidders shall be given adequate response time (at least four weeks) to submit bids from the date of the invitation to bid or the date of availability of bidding documents, whichever is later; (v) eligible bidders, including foreign bidders, shall be allowed to participate; (vi) no domestic or CEMAC's regional preference shall be given to domestic or regional contractors, domestically or regionally manufactured goods; and association with national or regional firm shall not be a condition for participation in a bidding process; (vii) bids are awarded to the substantially responsive and the lowest evaluated bidder proven this bidder is qualified. No scoring system shall be allowed for the evaluation of bids, and no blanket limitation to the number of lots which can be awarded to a bidder shall apply; and (viii) qualification criteria shall only concern the bidder's capability and resources to perform the contract taking into account objective and measurable factors.

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) Selection of UN Agency; (g) Selection of Individual Consultants; and (h) 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, Training, Operating Costs, non-consulting services, and consultants’ services under the Project</td>
<td>9,055,046</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>9,055,046</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 December 31, 2021.
APPENDIX

Section I. **Definitions**

1. “Annual Work Plan” means each annual work plan, together with the related budget, for the Project approved by the World Bank pursuant to the provisions of Section I.C. of Schedule 2 to this Agreement.

2. “ANPN” or “Agence Nationale des Parcs Nationaux” means the national agency of parks established pursuant to the Recipient’s Law 003/2007 for the purpose of managing the Recipient’s national parks.


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


6. “DGFAP” means the Recipient’s general directorate of fauna and protected areas within the ministry in charge of fauna and protected areas.

7. “Convention on International Trade in Endangered Species (CITES) of Wild Fauna and Flora” means a multilateral treaty to protect endangered plants and animals between several countries, the aim of which is to ensure that international trade in specimens of wild animals and plants does not threaten their survival.

8. “Environmental and Social Management Plan” and “ESMP” each means an environmental and social management plan for site-specific investments under the Project to be prepared and implemented in accordance with the ESMF and pursuant to the provisions of Section I.D. of Schedule 2 to this Agreement; and “ESMPs” means more than one ESMP.

9. “Environmental and Social Management Framework” and “ESMF” each means the Recipient’s framework entitled *Cadre de Gestion Environnementale et Sociale* disclosed in the Recipient’s territory on March 18, 2016, and at the Bank’s *Infoshop* on March 21, 2016, detailing: (a) the measures to be taken during the implementation and operation of the Project to eliminate or offset adverse environmental and social impacts, or to reduce them to acceptable levels; and (b) the actions needed to implement these measures, including, a template environmental and social development plan, monitoring and institution...
strengthening, as such ESMF may be amended from time to time with prior written agreement of the World Bank.


11. “HEC Community Ranger” means a community member trained in HEC mitigation to support local farmers’ efforts in HEC reduction including the provision of 24-hour surveillance.

12. “Indigenous Peoples Plan” and “IPP” each means the plan entitled Plan des Populations Locales Sensibles du Parc National du Waka which sets forth specific guidelines to address indigenous peoples’ concerns in the Project area, disclosed in the Recipient’s territory on March 18, 2016, and at the World Bank’s Infoshop on March 21, 2016, as such plan may be amended from time to time with the prior written agreement of the World Bank.

13. “Local Management Consultative Committee” means local community governance body in charge of co-management of national parks with ANPN.

14. “Mayumba-Coukouati Cooperation Agreement” means the agreement dated November 11, 2010, between the Gabonese Republic and the Republic of Congo to cooperate on the surveillance and patrolling of the contiguous park areas of Mayumba (Gabonese Republic) and Coukouati (Republic of Congo).

15. “NIAP” or “National Ivory Action Plan” means a consensus document adopted by the ministry in charge of environment and forests and the ANPN on October 9, 2014, aimed at facilitating and planning communication between partners involved in wildlife crime prevention that provides technical guidance to strengthen the regulatory framework, survey techniques, and anti-fraud operations.

16. “Operating Costs” means the reasonable incremental operating expenses, approved by the World Bank under each Annual Work Plan, on account of the Project, including office supplies, bank charges, staff salaries, travel and supervision costs, per diem, but excluding the salaries of officials and public servants of the Recipient’s civil service.

17. “Process Framework” and “PF” each means the Recipient’s framework entitled Cadre fonctionnel pour la réduction des impacts sociaux potentiels dus à la restriction potentielle d’accès aux ressources naturelles dans les parcs nationaux de Waka, de Mokalaba-Doudou, de Loango et de Mayumba disclosed in the Recipient’s territory on March 18, 2016, and at the World Bank’s Infoshop on March 21, 2016, providing details on a program of actions, measures and policies designed to mitigate any adverse social impacts on neighboring communities, along with the procedural and institutional measures needed to implement such
actions, measures and policies, as the said frameworks may be amended from time to time with the prior written consent of the World Bank.


19. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated January 30, 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.

20. “Project Implementing Entity” means the Recipient’s ANPN responsible for the implementation of the Project in accordance with Section I.A.1 of the Schedule 2 to this Agreement.

21. “Project Implementation Manual” and “PIM” each means the manual for the Project to be prepared and adopted in accordance with the provisions of Section I.B. of Schedule 2 to this Agreement.

22. “Resettlement Action Plan” and “RAP” each means a resettlement action plan for site-specific activities under the Project to be prepared and implemented in accordance with the Process Framework and pursuant to the provisions of Section I.D. of Schedule 2 to this Agreement; and “RAPs” means more than one RAP.

23. “Safeguards Documents” means any ESMP, RAP, IPP, or other supplemental social and environmental safeguards documents as required under the terms of the Safeguards Frameworks.

24. “Safeguards Frameworks” means, collectively, the ESMF and the PF.

25. “Safeguards Instruments” means, collectively, the Safeguards Frameworks and the Safeguards Documents.

26. “Standard Conditions” means the Standard Conditions referred to in Article 1.01 of this Agreement.

27. “Steering Committee” means the steering committee to be established under the Project in accordance with Section I.A.1 of Schedule 2 to this Agreement.

28. “Subsidiary Agreement” means the agreement referred to in Section I.A.2 of Schedule 2 to this Agreement.

29. “Target Zones” means the following national parks, their buffer and periphery zones in the Recipient’s territory: Moukalaba Doudou, Loango, Mayumba and Waka.
30. "Training" means the reasonable cost of: (i) training materials, and rental of training facilities and equipment; (ii) tuition fees, travel, accommodation and *per diem* of trainers and trainees; and (iii) any other expenses related to training, seminars or workshops to be carried out under the Project.