Global Environment Facility
Grant Agreement

(Conservation and Sustainable Management within the
Ngoyli-Mintom Forest Project)

between

REPUBLIC OF CAMEROON

and

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT

acting as an Implementing Agency of the Global Environment Facility

Dated 13 November, 2012
GLOBAL ENVIRONMENT FACILITY GRANT AGREEMENT

AGREEMENT dated 9 November, 2012, entered into between:

REPUBLIC OF CAMEROON (“Recipient”); and


The Recipient and the World Bank hereby agree as follows:

Article I
Standard Conditions; Definitions

1.01. The Standard Conditions for Grants Made by the World Bank Out of Various Funds, dated July 31, 2010 (“Standard Conditions”), constitute an integral part of this Agreement.

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

Article II
The Project

2.01. The Recipient declares its commitment to the objective of the project described in Schedule 1 to this Agreement (“Project”). To this end, the Recipient shall carry out the Project through MINFOF 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 three million five hundred thousand United States Dollars ($3,500,000) ("Grant" or "Financing") to assist in financing the Project.

3.02. The Recipient may withraw 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 GEF for which the World Bank receives periodic contributions. 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 GEF, and the Recipient's right to withdraw the Grant proceeds is subject to the availability of such funds. Accordingly, in the event that any donor cancels or fails to pay any contributions under the GEF to the World Bank for any reason, or that as a result of currency exchange variations the amount of funds available in the GEF is insufficient for the purposes of the Grant, the Recipient shall bear the risk of such funding shortfall and the World Bank shall not have any liability whatsoever to the Recipient or to any third parties in respect of any expenditures or liabilities incurred by the Recipient or any third parties in connection with this Agreement which exceed the amount of funds made available to the World Bank by the donors for the purposes of the Grant.

Article IV
Additional Remedies

4.01. The Additional Event of Suspension referred to in Section 4.02 (k) of the Standard Conditions consists of the following, namely that the World Bank has determined after the Effective Date referred to in Section 5.03 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 no become effective until evidence satisfactory to the World Bank has been furnished to the World Bank that the conditions specified below have been satisfied.
The execution and delivery of this Agreement on behalf of the Recipient have been duly authorized or ratified by all necessary governmental action.

The Recipient has established the Steering Committee in accordance with the provisions of Section I.A.1 of Schedule 2 to this Agreement.

The Recipient has established the Project Implementation Unit within MINFOF and has assigned to the Project Implementation Unit, the following staff: a Project coordinator, a financial management officer, and a procurement officer, in accordance with the provisions of Section I.A.2 of Schedule 2 to this Agreement.

The Recipient has adopted the Project Implementation Manual in accordance with the provisions of Section I.F of Schedule 2 to this Agreement.

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, 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 has 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 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 VI

Recipient’s Representative; Addresses

6.01. The Recipient’s Representative referred to in Section 7.02 of the Standard Conditions is its minister in charge of economy, planning and regional development.

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

Ministry of Economy, Planning and Regional Development
Yaoundé
Republic of Cameroon

Facsimile:
(237) 22 22 15 05

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

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

Cable: T:lex: Facsimile:

INTBAFRAD 2-8423 (MCI) or 1-202-477-6391
Washington, D.C. 6-145 (MCI)
AGREED at Yaoundé, 09 NOV 2012, as of the day and
year first above written.

REPUBLIC OF CAMEROON

By

Authorized Representative

Emmanuel NGANOU D.

Name:

Title:

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

acting as an Implementing Agency of the Global Environment Facility

By

Authorized Representative

Name: GREGOR BINKE RT

Title: Country Director
SCHEDULE 1

Project Description

The objective of the Project is to improve the conservation and management of the Core Area and improve access to income-generating activities for local communities.

The Project consists of the following parts:

Part A. Support for Participatory Planning and Management of the Core Area

1. Strengthening of government entities' and civil society organizations' capacity to support participatory planning and management of the Core Area.

2. (a) Carrying out of studies on the socio-economic and environmental implications of; and (b) confirmation of community acceptance of, proposed classification and management of the Core Area.

3. Preparation of classification dossiers and draft management plans (for possible implementation outside the Project) for the Core Area.

Part B. Design and Implementation of a Livelihood Support Mechanism

1. Design and piloting of a Livelihood Support Mechanism in accordance with the procedures outlined in the Operational Procedures including, inter alia, implementation of outreach, training, and capacity building activities for groups in and around the Core Area to improve their ability to access the Livelihood Support Mechanism.

2. Evaluation of the mechanism referred to in Part B.1 with a view to developing subsequent scale-up recommendations.

Part C. Strengthening of Monitoring and Evaluation System

Design and implementation of a monitoring system including, inter alia, the use of a management effectiveness tracking tool to assess the changes in management effectiveness within the Core Area.

Part D. Project Management

Project coordination, management and monitoring, preparation of financial audits and periodic evaluations, and provision of goods, Training, Operating Costs and consultants' services for the said purposes.
SCHEDULE 2
Project Execution

Section I. Institutional and Other Arrangements

A. Institutional Arrangements

1. Project Steering Committee

(a) The Recipient shall establish and maintain at all times until the completion of the Project, a Project steering committee with composition, mandate and resources satisfactory to the World Bank ("Steering Committee").

(b) The Steering Committee shall be chaired by a representative of MINFOF and shall be comprised of, inter alia, a representative of the Recipient’s ministries at the time responsible for regional development, environment and nature protection, and two representatives of civil society organizations operating in and around the Core Area. A representative of the TRIDOM Project, a representative of the WWF Project and all financial contributors to the Core Area shall be invited to the Steering Committee as observers.

(c) The Steering Committee shall meet at least once every year and shall be responsible for Project oversight, including inter alia: providing conceptual and strategic guidance to the Project Implementation Unit for Project design, implementation and coordination of activities; reviewing Project progress and performance; reviewing each Annual Work Plan and Budget; and resolving implementation problems or conflicts.

2. Project Implementation Unit

(a) The Recipient shall establish and maintain at all times until the completion of the Project, a Project implementation unit within MINFOF with terms of reference and resources satisfactory to the World Bank ("Project Implementation Unit").

(b) Without limitation upon the provisions of Paragraph (a) of Section I.A.2 of this Schedule 2, the Project Implementation Unit shall at all times: (i) be comprised of qualified and experienced personnel in adequate numbers, and to this end, the Recipient shall, inter alia: (A) appoint a Project coordinator, a procurement officer, a financial management officer, and no later than four months after the Effective Date, an environmental and social management expert, a monitoring and evaluations expert; a forest management expert; a participatory natural
resources management expert, and a regional development expert; and (B) recruit in accordance with the provisions of Section III of this Schedule, not later than four months after the Effective Date, a procurement adviser and a financial management adviser; all with qualifications and terms of reference acceptable to the World Bank; and (ii) be responsible for the day-to-day Project coordination and implementation, including: (A) preparing each proposed Annual Work Plan and Budget for the Project, updating the Procurement Plan and consolidating the Project Reports for the Steering Committee; (B) carrying out all Project procurement activities; and (C) monitoring and evaluating the Project.

3. **Tender Board**

To facilitate the carrying out of Project procurement activities, the Recipient shall maintain a procurement board, in form and substance satisfactory to the World Bank, to open and review Project-related tenders (“Tender Board”).

**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. Management Contract**

1. To facilitate the carrying out of Part B.1 of the Project, the Recipient (through MINOF) shall enter into a management contract between the Recipient and a management contractor (“Management Contractor”), selected on the basis of terms of reference, qualifications and experience satisfactory to the World Bank and in accordance with the provisions of Section III of this Schedule, under terms and conditions approved by the World Bank (“Management Contract”).

2. Without limitation upon the provisions of Paragraph C.1 above, the Recipient shall, through the terms of the Management Contract, obtain rights adequate to protect the interests of the Recipient and the World Bank, including the right to require the Management Contractor to:

   (a) carry out its activities under Part B.1 of the Project with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the World Bank, including, without limitation to the generality of the foregoing, in accordance with the provisions of the Anti-Corruption Guidelines applicable to recipients of Financing.
proceeds other than the Recipient, the Project Implementation Manual, the Operational Procedures and the Safeguard Instruments;

(b) finalize, under terms of reference acceptable to the Recipient and the World Bank, the operational procedures setting forth, inter alia, the detailed arrangements and procedures for the implementation of the Livelihood Support Mechanism referred to under Part B.1 of the Project, including, inter alia, a provision specifying that no activity shall be eligible for support through the Livelihood Support Mechanism if it results in any of the impacts described in the definition of “Affected Persons” set forth in the Appendix to this Agreement (“Operational Procedures”);

(c) maintain policies and procedures adequate to enable the Management Contractor to monitor and evaluate in accordance with indicators acceptable to the World Bank, the progress of the activities carried out under Part B.1 of the Project and the achievement of its objectives;

(d) (i) 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 activities carried out under Part B.1 of the Project; and (ii) at the World Bank’s or the Recipient’s request, have such financial statements audited by independent auditors acceptable to the World Bank, in accordance with consistently applied auditing standards acceptable to the World Bank, and furnish promptly to the Recipient and the World Bank the financial statements as so audited;

(e) for the purpose of implementing Part B.1 of the Project: (i) enter into contracts for the purpose of procuring services on behalf of the beneficiaries of the Livelihood Support Mechanism referred to in Part B.1 of Schedule 1 to this Agreement, in the form of the model attached to the Operational Procedures; and (ii) enter into a memorandum of understanding with beneficiaries of the livelihood support mechanism as further described in the Operational Procedures; and

(f) enable the Recipient and the World Bank to inspect the activities carried out under Part B.1 of the Project and any relevant records and documents; and 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.

3. The Recipient shall exercise its rights and carry out its obligations under the Management Contract in such manner as to protect the interests of the Recipient and the
World Bank and to accomplish the purposes of the Financing. Except as the World Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the Management Contract or any of its provisions.

D. Safeguards

1. The Recipient shall implement the Project, in accordance with the relevant Safeguard Instruments, and to that end; if any activity under the Project would require the adoption of any Supplemental Social and Environmental Safeguard Instrument:

   (a) prepare: (i) such Supplemental Social and Environmental Safeguard Instrument; (ii) furnish such Supplemental Social and Environmental Safeguard Instrument to the World Bank for review and approval; and

   (b) thereafter adopt such Supplemental Social and Environmental Safeguard Instrument, prior to implementation of the activity; and

   (b) thereafter take such measures as shall be necessary or appropriate to ensure compliance with the requirements of such Supplemental Social and Environmental Safeguard Instrument.

2. Without limitation upon its other reporting obligations under this Agreement, the Recipient shall, for each Safeguard Instrument, regularly collect, compile and furnish to the World Bank reports in form and substance satisfactory to the World Bank on the status of compliance with such Safeguard Instrument, as part of the Project Reports, giving details of:

   (a) measures taken in furtherance of such Safeguard Instrument;

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

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

3. In the event that any provision of the Safeguard Instruments shall conflict with any provision under this Agreement, the terms of this Agreement shall prevail.

4. The Recipient shall ensure that all terms of reference for any technical assistance, studies, and analytical work under the Project are consistent with the World Bank’s environmental and social safeguards.

E. Annual Work Plans and Budgets

1. Not later than 30th October in each calendar year (or 2 months after the Effective Date for the first year of Project implementation), the Recipient shall prepare: (a) a draft annual work plan and budget for the Project (including Training and Operating Costs) for
the subsequent calendar year of Project implementation, of such scope and detail as the World Bank shall have reasonably requested; as well as (b) any Safeguard Instruments which are required for the implementation of the activities included in the draft annual work plan and budget.

2. The Recipient shall furnish such draft annual work plan and budget to the World Bank and afford the World Bank a reasonable opportunity to review such draft annual work plan and budget, and thereafter shall carry such annual work plan and budget during such subsequent calendar year as shall have been approved by the World Bank (“Annual Work Plan and Budget”). Only those activities that are included in an Annual Work Plan and Budget shall be eligible for financing out of the proceeds of the Financing.

3. For any training proposed to be included in an Annual Work Plan and Budget, the Recipient shall, *inter alia*, identify: (a) particulars of the training envisaged; (b) the personnel to be trained; (c) the selection method of the institution or individuals conducting such training; (d) the institution conducting such training if identified; (e) the purpose and justification for such training; (f) the location and duration of the proposed training; and (g) the estimate of the cost of such training.

4. Annual Work Plans and Budgets may be revised as needed during Project implementation subject to the World Bank’s prior written approval.

F. **Project Implementation Manual**

1. The Recipient shall prepare, under terms of reference acceptable to the World Bank, and furnish to the World Bank for approval a proposed implementation manual for the Project, setting forth, *inter alia*, the detailed arrangements and procedures for: (a) institutional coordination and day-to-day execution of the Project; (b) disbursement and financial management; (c) procurement; (d) environmental and social safeguards management; and (e) monitoring, evaluation, reporting and communication.

2. The Recipient shall afford the World Bank a reasonable opportunity to exchange views with the Recipient on the proposed Project implementation manual, and shall thereafter adopt such manual as shall have been approved by the World Bank (“Project Implementation Manual”).

3. The Recipient shall carry out the Project in accordance with the Project Implementation Manual and, except as the World Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate, or waive the Project Implementation Manual, or any provision thereof.

4. In the event of any conflict between the provisions of the Project Implementation Manual and those of this Agreement, the provisions of this Agreement shall prevail.
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 the 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 45 days after the end of the period covered by such report.

2. The Recipient shall prepare the Completion Report in accordance with the provisions of Section 2.01 of the Standard Conditions. The Completion Report shall be furnished to the World Bank not later than six months after the Closing Date. In order to assist the Recipient in preparing the Completion Report, the Recipient shall employ consultants whose qualifications, experience and terms of reference are acceptable to the World Bank.

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 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.

4. In furtherance of the provisions of this Section II.B of Schedule 2 to this Agreement, no later than four months after the Effective Date, the Recipient shall set up, within the Project Implementation Unit, a computerized financial management and accounting system satisfactory to the World Bank.

5. In order to ensure the timely carrying out of the audits referred to in Section II.B.3 of this Schedule, the Recipient shall engage external auditors for the purpose not later than four months after the Effective Date, in accordance with the provisions of Section III of this Schedule.
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 (“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 (“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) National Competitive Bidding; (c) Shopping; and (d) Direct Contracting.

3. **Requirements for the National Competitive Bidding.** The procedures to be followed for National Competitive Bidding shall be those set forth in the Recipient’s
Procurement Code of September 24, 2004 as revised from time to time in a manner deemed acceptable to the World Bank, subject, however, to the modifications described in the following paragraphs required for compliance with the Procurement Guidelines.

(a) Each bidding document and contract financed out of the proceeds of the Financing shall provide that the bidders, suppliers, contractors and their subcontractors, agents, personnel, consultants, service providers, or suppliers shall permit the World Bank, at its request, to inspect all accounts, records and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the World Bank; and the deliberate and material violation of such provision may amount to an obstructive practice as defined in the Procurement Guidelines;

(b) The invitation to bid shall be advertised in national newspapers with wide circulation;

(c) The bid evaluation, qualification of bidders and contract award criteria shall be clearly indicated in the bidding documents;

(d) The bidders shall be given adequate response time (at least four weeks from the date of the invitation to bid or the date of availability of a bidding document, whichever is later) to prepare and submit their bids;

(e) The contracts shall be awarded to the lowest evaluated bid, provided that it is qualified;

(f) The eligible bidders, including foreign bidders, shall not be precluded from participating;

(g) No preference margin shall be granted to domestic contractors.

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) Least Cost Selection; (b) Selection based on Consultants’ Qualifications; (c) Selection under a Fixed Budget; (d) Quality-Based Selection; (e) Individual Consultants; and (f) Sole Source Selection.
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 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, non-consulting services, consultants’ services, Training, and Operating Costs under Parts A, B, C and D of the Project</td>
<td>2,174,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Goods, works, non-consulting services, consultants’ services, Training, and Operating Costs under Part B.1 of the Project</td>
<td>1,326,000</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>3,500,000</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; or
   
   (b) for payments under Category (2) unless the Recipient has entered into a contract with a Management Contractor in accordance with Section 1.C.1 of Schedule 2 to this Agreement.

2. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is June 30, 2017.

Section V. Other Undertakings

A. Not later than four months after the Effective Date, the Recipient shall set up, within the Project Implementation Unit, a comprehensive record keeping system satisfactory to the World Bank.

B. The Recipient shall ensure that the Financing shall not be used for activities being financed by the WV/F Project or TRIDOM Project.

C. In furtherance of Article 2.01 of this Agreement, the Recipient shall take all necessary measures, including, *in er alia*, the provision of adequate resources to ensure the effective and efficient operation of the Project Implementation Unit referred to in Section 1.A.2 of Schedule 2 to this Agreement.
APPENDIX

Section I. Definitions

1. "Affected Person” means a person who as a result of: (i) the involuntary taking of land under the Project is affected in any of the following ways: (A) relocation or loss of shelter; (B) loss of assets or access to assets; or (C) loss of income sources or means of livelihood, whether or not the affected person must move to another location; or (ii) the involuntary restriction of access to legally designated parks and protected areas suffers adverse impacts on his or her livelihood; and “Affected Person” means any of the Affected Persons.

2. “Annual Work Plan and Budget” means the annual work plan and budget as prepared by the Recipient and approved by the World Bank in accordance with the provisions of Section I.E of Schedule 2 to this Agreement.


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


6. “Core Area” means the area(s), measuring in their aggregate no less than 160,000 hectares, within the Ngoyla Mintom forest massif, identified by the Recipient with the explicit agreement in writing of the World Bank to be classified and managed for conservation and low-impact community use.

7. “Environmental and Social Impact Assessment” or “ESIA” means the Recipient’s assessment titled “Etude d’Impact Environnemental et Social du Projet de Conservation et de Gestion Durable du Massif Forestier De Ngoyla-Mintom – Environmental and Social Impact Assessment for the Conservation and Management of the Ngoyla Mintom Forest Massif project,” disclosed in country on January 9, 2012 and at the World Bank’s Infoshop on January 10, 2012, assessing the potential adverse environmental and social impact associated with activities to be implemented under the Project, and the measures to be taken to offset, reduce, or mitigate such adverse impact, as the said assessment may be amended and/or supplemented from time to time with the prior written consent of the World Bank, and such term includes any schedules to such document.
8. “Environmental and Social Management Plan” or “ESMP” means a plan, approved by the World Bank for the Project, to be prepared by the Recipient, if as required by the ESI/A, proposing appropriate mitigation, monitoring and institutional measures designed to mitigate potential adverse environmental and resettlement impacts, offset them, reduce them to acceptable levels or enhance positive impacts, as the same may be amended from time to time with the agreement of the World Bank.

9. “Indigenous Peoples Development Plan” or “IPP” means the document titled “Plan pour les Peuples Autochtones et Vulnerables – Indigenous People’s Plan”, adopted by the Recipient and disclosed in Cameroon on December 20, 2011 and at the World Bank’s Infoshop on January 10, 2012, defining specific measures to be implemented for indigenous minorities in order to protect them and to ensure that members of said minorities be granted equal legal, financial and organizational opportunities under the Project, as the said plan may be amended at/or supplemented from time to time with the prior written consent of the World Bank, and such term includes any schedules to such document.

10. “Livelihood Support Mechanism” means the mechanism to be designed and implemented by the Management Contractor as referred to in Part B.1 of Schedule 1 to this Agreement, to support activities aimed at addressing the social and development needs of the communities in and around the Core Area, as further detailed in the Operational Procedures.

11. “Management Contract” means the contract to be executed between the Recipient and Management Contractor in accordance with the provisions of Section I.C.1 of Schedule 2 to this Agreement.

12. “Management Contractor” means the contractor referenced under Section I.C.1 of Schedule 2 to this Agreement.


15. “Operating Costs” means incremental recurrent expenditures incurred on account of Project implementation, including: local contractual support staff salaries; travel expenditures and other travel-related allowances; equipment rental and maintenance; vehicle operation (including fuel), maintenance and repair; office rental and maintenance, materials and supplies; and utilities, media information
campaigns and communications’ expenses, but excluding the salaries of officials and public servants of the Recipient’s civil service.

16. “Operational Procedures” means the manual referenced under Section I.C.2(b) of Schedule 2 to this Agreement.

17. “Process Framework” or “PF” means the Process Framework of the Recipient titled “Cadre Fonctionnelle pour la gestion intégrée et durable du massif forestier Ngoya-Mintom Process - Process Framework for the integral and sustainable management of the Ngoyla Mintom Forest Massif,” disclosed in Cameroon on December 20, 2011, and at the World Bank’s Infoshop on January 9, 2012, as the said framework may be amended and/or supplemented from time to time with the prior written consent of the World Bank, and such term includes any schedules to such document.


19. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated, February 3, 2012 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 Implementation Manual” or “PIM” means the Project implementation manual to be prepared and adopted in accordance with the provisions of Section I.F of Schedule 2 to this Agreement, as the same may be amended from time to time with the approval of the World Bank, and such term includes, the Operational Procedures to be prepared and adopted for the purpose of implementing Part B.1 of the Project, any schedules and attachments supplemental to the Project Implementation Manual.

21. “Project Implementation Unit” means the implementation unit of the Project to be established and maintained by the Recipient in accordance with the provisions of Section I.A.2 of Schedule 2 to this Agreement.

22. “Safeguards Instruments” means the ESIA, the PF, the SA, the IPP and any Supplemental Social and Environmental Safeguard Instruments.

23. “Social Assessment” or “SA” means the document titled “Analyse des Dynamiques Sociales et Evaluation des Acteurs et de Leurs Besoins en Enforcement des Capacités,” adopted by the Recipient and disclosed in Cameroon on December 20, 2011 and at the World Bank’s Infoshop on January 10, 2012, as the said assessment may be amended and/or supplemented from time
to time with the prior written consent of the World Bank, and such term includes any schedules to such document.

24. “Steering Committee” means the steering committee of the Project to be established and maintained by the Recipient in accordance with the provisions of Section I.A.1 of Schedule 2 to this Agreement.

25. “Supplemental Social and Environmental Safeguard Instruments” means any ESMP, post management plan or other supplemental social and environmental safeguard instruments as required under the terms of any of the ESIA or PF.

26. “Taxes” means taxes as defined in the General Conditions with the exclusion of value added taxes and custom duties.

27. “Tender Board” means the tender board referenced under Section I.A.3 of Schedule 2 to this Agreement.

28. “Training” means the training of persons under the Project, including seminars, workshops, knowledge sharing activities and study tours, and covers the following costs associated with such activity: 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.

29. “TRIDOM Project” means the Conservation de la Biodiversité transfrontalière dans l'interzone Tri-National du Dja, Odzala, Minkébé project funded by GEF and made effective in 2006.

30. “WWF Project” means the Reduction of deforestation and degradation in the Ngoyla Mintom Forest Massif by implementing integral sustainable management in the framework of the Dja-Odzala-Minkebe (TRIDOM) Landscape project funded by the European Union and made effective in April 2011.