Global Environment Facility
Grant Agreement
(Additional Financing for the Forestry and Economic Diversification Project)

between

REPUBLIC OF CONGO

and

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

Dated June 23, 2017
GLOBAL ENVIRONMENT FACILITY
GRANT AGREEMENT

AGREEMENT dated ________________, 2017, entered into between REPUBLIC OF CONGO ("Recipient"); and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("World Bank"), acting as an implementing agency of the Global Environment Facility ("GEF") for the purpose of providing additional financing for activities related to the Original Project (as defined in the Appendix to this Agreement).

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 MFESDE 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 not to exceed six million five hundred nine thousand seven hundred sixty-one United States Dollars ($6,509,761) ("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, namely the World Bank has determined that the Forestry Legislation has been amended, suspended, abrogated, repealed or waived in such a manner as to affect materially and adversely the ability of the Recipient to perform any of its obligations under this Agreement or to achieve the objective of the Project.

Article V
Effectiveness; Termination

5.01. 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 at the time responsible for finance.

6.02. The Recipient's Address referred to in Section 7.01 of the Standard Conditions is:
Ministry of Finance, Budget, and Public Portfolio
Boulevard Denis Sassou Nguesso / Avenue Foch
B.P. 2083
Brazzaville
Republic of Congo

Facsimile:
242-2281-43-69

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

Telex: Facsimile:
248423 (MCI) or 1-202-477-6391
64145 (MCI)
AGREED at June 23, 2017, as of the day and year first above written.

REPUBLIC OF CONGO

By

Authorized Representative

Name: Celestin NGANONGO

Title: MINISTRE DES FINANCES

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

By

Authorized Representative

Name: [Signature]

Title: COUNTRY MANAGER
SCHEDULE 1

Project Description

The objective of the Project is to increase the capacity of the forest administration, local communities, and indigenous peoples to co-manage forests.

The Project consists of the following parts:

Part A: Capacity Building of the Forest Administration

1. Support to implementing management information systems

Carrying out of a program to strengthen the MFESDE’s operational and management capacity, said program to consist of:

(a) Development, installation, and deployment of an information management system for planning, monitoring and evaluation in the Studies and Planning Directorate.

(b) Development and installation of a computerized human resources system for the MFESDE.

(c) Development and installation of a computerized financial management system for the MFESDE.

(d) Development and installation of a computerized forest management information system that improves the links between this system and the spatial information and monitoring system in the context of the monitoring of forest production for the MFESDE.

(e) Development and installation of a computerized filing and archiving system for the MFESDE.

(f) Training of staff and managers of the MFESDE on information management systems.

(g) Provision of staff, training and goods (including inter alia vehicles, furniture, small field equipment and maps), as required for Project coordination

2. Strengthening the Forest Regulatory Framework

Carrying out of a program to strengthen the Recipient’s forest regulatory framework, said program to consist of:
(a) Development of application texts for the forest law and validation by the eponymous administration.

(b) Development of procedures manuals for the technical services of the forest administration (Inspectorate General and Directorates General, including linked central and departmental bodies) and for community planning.

3. **Equipment of the Decentralized Forest Administration**

Carrying out of a program to equip the Recipient's Decentralized Forest Administration, said program to consist of:

(a) Renovation of the offices of Departmental Directorates; purchase of wooden houses for Forest Brigades and Control Posts of the MFESDE; furniture for Departmental Directorates and Forest Brigade offices.

(b) Provision of boats (hulls and motors), vehicles (motorcycles and helmets), and technical equipment (GPS, binoculars, digital cameras, curvometers, compass, tree calipers, tents, uniforms) for Departmental Directorates, Forest Brigades, and Control Posts.

(c) Provision of information technology equipment (computers, printers, photocopiers, inverters) for the Departmental Directorates and Forest Brigades to operationalize the management systems being installed.

**Part B: Involvement of local communities and indigenous peoples in forest resource management**

1. **Development of simple management plans**

Carrying out of a program to improve the management of community-managed areas in forest concessions and in savanna areas, said program to consist of:

(a) Development of simple management plans in forest concessions' *séries de développement communautaire* and in village territories in savanna areas, and capacity building of local communities and indigenous peoples.

2. **Priority investments in income-generating activities for communities**

Carrying out of a program to invest in income-generating projects for communities, said program to consist of:

(a) Carrying out of a baseline study of the pedology, economics, the state of forest degradation, land tenure and the potential for human-wildlife conflicts.
(b) Provision of Micro-Grants to be administered through revolving funds by CGDCs to support financing, implementation, and monitoring and evaluation of income-generating micro-projects aiming to diversify the income base of local communities and indigenous peoples in sérès de développement communautaire, village territories in savanna areas, and forest areas in the planning process.

(c) Design of a reintegration program.

(d) Provision of support for managing human-wildlife conflicts.

(e) Provision of support to the processing, marketing, and storage of the farmers' products.

3. **Strengthening Local Governance**

Provision of organizational capacity building to strengthen the ability of local communities to implement their simplified management plans through:

(a) Provision of support to the FDLs to: (i) increase the flow of available funds from their accounts and enable them to better fulfill their mission to reduce poverty; and (ii) improve their governance and ability to guide beneficiaries in structuring, implementing and monitoring their micro-projects.

(b) Provision of technical support to improve the governance of the FDLs and improve their ability to guide beneficiaries in structuring, implementing and monitoring their micro-projects.

(c) Provision of support to economic, social and cultural interest groups in identifying, designing and managing micro-projects.

(d) Provision of operational support to the CGDCs to set up and operate revolving funds for the purpose of the micro-projects.

**Part C: Prospective Work and Communications**

1. **Prospective studies on forest sector issues in Congo**

Carrying out of a program designed to prepare MFESDE for future challenges and opportunities, said program to consist of:

(a) Development of prospective studies on improving the contribution of the forest sector, fauna and protected areas in the context of economic diversification, on the industrialization of the forest sector, and on the
involvement of the forest sector in national land use planning, and investments to operationalize recommendations.

2. **Communication and knowledge dissemination**

Carrying out of a program designed to improve MFESDE’s internal and external communications, said program to consist of:

(a) Support for the development and implementation of a communications strategy for the MFESDE and capacity building for staff and managers of the Directorate of Communication and Knowledge Dissemination.

(b) Provision to the general public of quality information through different media, including the publication of documents, access to the website, and a documentation center.

(c) Implementation of information campaigns, audiovisual and radio documentaries on the installation of computerized systems, the improvement of working conditions, and the involvement of local communities and indigenous peoples in the management of forest resources.

**Part D: Habitat and Biodiversity Conservation**

1. **Development of National Parks**

Carrying out a program designed to increase the protection of pristine forest areas in the Emission Reductions Program area with the goal of supporting REDD+ efforts, protecting biodiversity and creating opportunities for income generation, said program to consist of:

(a) Establishment of a park management structure for the Ntokou-Pikounda National Park to include the hiring of a management support agency to start up and carry out the day-to-day management of the park, said management agency to: (i) prepare a development plan; (ii) develop a park management and business plan; (iii) hire staff (excluding park rangers); (iv) train staff; (v) provide equipment, including a limited number of vehicles and boats, staff uniforms, communication equipment and patrol equipment; (vi) construct and equip, *inter alia*, park headquarters, control posts and liaison offices; (vii) support eco-guard patrols in the form of rations; and (viii) provide improved drinking water access for neighboring communities.

(b) Facilitating targeted investments in tourism development to support efforts to strengthen the capacity of Nouabalé-Ndoki National Park to accept visitors and professionalize its tourism operations through: (i) carrying out
a training program for bilingual guides; (ii) supporting guide accreditation; (iii) supporting first aid training; (iv) providing consultants’ services to assess security risks and to draft an incident management document for the park; (v) constructing restaurant decks; (vi) constructing a gazebo and a toilet at the Djeke drop-off point; (vii) rehabilitating existing small infrastructures at Ndoki camp; (viii) repairing the road network between Bomassa, Ndoki camp and Sieke; (ix) refurbishing the Kabo airstrip; (x) improving media development through the production of signs, brochures, posters, illustrations and info-graphics; and (xi) facilitating tourists’ transportation through the acquisition of vehicles.

2. **Capacity Building for National Anti-poaching Efforts**

   (a) Carrying out a program to support the establishment of a criminal records management system (CRMS) for the collection of criminal or judicial records related to wildlife and environmental crime, and a database to track information in regards to weapons, vehicles and tools used in the commission of crimes. Said program to include the provision of: (i) consultants’ services to identify and support the purchase and deployment of a CRMS and database suitable for use at a national level; (ii) training to the CRMS and the database end-users; and (iii) an exchange visit with a country with a functioning CRMS.

   (b) Strengthening the Recipient’s international cooperation with neighboring countries through formation and training of a regional wildlife enforcement network, including: (i) a standardized regional enforcement workshop to promote information and intelligence sharing at national and international levels; and (ii) a multi-national investigative operation.

   (c) Supporting a review of legislation relevant to the fight against wildlife crime by: (i) compiling all shortcomings and loopholes identified within law 37/2008; (ii) issuing a proposal and preparing draft language for revisions to said law; (iii) organizing a workshop with magistrates to ensure the draft is understandable and incorporates any feedback and recommendations; and (iv) coordinating with other ministries to build support to the adoption of said law by parliament.

   (d) Supporting the establishment of an environmental chamber at the *Tribunal des Grandes Instances* by providing support to determine the institutional and legal mechanisms for the functioning of the chamber and develop an implementation plan.

   (e) Supporting the establishment of a canine detection unit to reinforce the capacity of anti-poaching units in the Sangha and Likouala and enhance
the effectiveness of fixed inspection points such as border crossings and strategic access points.

Part E: Project Management

Provision of goods, consultants' services, Operating Costs to the Project coordination unit for the implementation of the Project activities.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. The Recipient shall, throughout Project implementation, maintain within the DSP qualified and experienced staff in adequate numbers, to be responsible for overall Project coordination and management.

2. Without limitation upon the provisions of paragraph 1 of this Section I.A., the Recipient shall, throughout the period of Project implementation, maintain within the DSP the following staff, whose qualifications, experience and terms of reference shall be satisfactory to the World Bank: (i) a coordinator for the Project; (ii) a conservation expert; (iii) an administrative, financial management and accounting specialist; (iv) a procurement specialist; (v) a monitoring and evaluation expert with experience in natural resources management and environmental safeguards; and (vi) a social safeguards specialist.

B. Project Implementation Manual

1. The Recipient shall, not later than three (3) months after the Project’s Effective Date, revise and update, in accordance with terms of reference acceptable to the World Bank, the Project manual, containing detailed arrangements and procedures for implementation of the Project including inter alia: (a) administrative; (b) procurement; (c) financial management; (d) monitoring and evaluation procedures and arrangements; and (e) procedures for applying the Safeguards Frameworks under the Project.

2. The Recipient shall afford the World Bank a reasonable opportunity to review such revision, and shall thereafter adopt said 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 shall not amend, abrogate or waive, or permit to be amended, abrogated or waived, the Project Implementation Manual or any of its provisions without prior approval in writing by the World Bank.

4. In the event of any inconsistency between the arrangements and procedures set out in the Project Implementation Manual and the provisions of this Agreement, the provisions of this Agreement shall prevail.
C. Annual Work Plan

1. The Recipient shall, not later than December 1 in each calendar year, prepare and furnish to the World Bank, a plan of activities proposed for inclusion in the Project during the following calendar year, including: (a) a detailed budget for said activities; (b) a detailed timetable for the sequencing and implementation of said activities; (c) the types of expenditures required for such activities and a proposed financing plan for such expenditures; and (d) if any of said activities would require the preparation of a Safeguards Instrument pursuant to the Safeguards Frameworks, said Safeguards Instrument.

2. The Recipient shall exchange views with the World Bank on each such proposed annual work plan (“Annual Work Plan”), and shall thereafter carry out such plan of activities for such following year as shall have been agreed between the Recipient and the World Bank.

3. Only those activities which are included in an Annual Work Plan shall be included in the Project and eligible for financing under the Grant.

4. The Recipient shall ensure that in preparing any training or workshops proposed for inclusion in the Project under an Annual Work Plan, it shall include in the proposed Annual Work Plan: (a) the objective and content of the training or workshop envisaged; (b) the selection method of the institutions or individuals conducting such training or workshop, and said institutions and individuals if already known; (c) the expected duration and an estimate of the cost of said training or workshops; and (d) the selection method of the personnel who will attend the training or the workshop, and said personnel if already known.

D. Management Contracts for Part D.1 of the Project

1. To facilitate the carrying out of Part D.1 of the Project, the Recipient shall enter into a management contract (“Management Contract”):

   (a) directly with a management agency (“Management Contractor”) selected on the basis of terms of reference, qualifications and experience satisfactory to the World Bank, in accordance with the provisions of Section III of this Schedule and under terms and conditions approved by the World Bank, for the management of Ntokou-Pikounda National Park; and

   (b) through already established PPP arrangements, with a Management Contractor selected on the basis of terms of reference, qualifications and experience satisfactory to the World Bank, in accordance with Section III of this Schedule and under terms and conditions approved by the World Bank for the management of activities in Nouabalé-Ndoki National Park.
2. Without limitation upon the provisions of Paragraph D.1 above, the Recipient shall, through the terms of each 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 D.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, the Project Implementation Manual and the Safeguard Instruments;

(b) 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 D.1 of the Project and the achievement of its objective;

(c) (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 D.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; and

(d) enable the Recipient and the World Bank to inspect the activities carried out under Part D.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 Grant. 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.
E. Micro-Projects

1. For purposes of Part B.2(b) of the Project, the Recipient shall make Micro-Grants to Beneficiaries for the purpose of financing Micro-Projects in accordance with eligibility criteria, Micro-Project amounts and procedures acceptable to the World Bank and further described in the Project Implementation Manual. The Recipient shall make each Micro-Grant under a Micro-Grant Agreement with the respective Beneficiary on terms and conditions described in detail in the Project Implementation Manual.

2. The Recipient shall in each Micro-Grant Agreement obtain rights adequate to protect its interests and those of the World Bank, including the right to:

   (a) 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-Grant Agreement; and

   (b) require each Beneficiary to:

      (i) carry out the Micro-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 Grant proceeds other than the Recipient;

      (ii) provide, promptly as needed, the resources required for the purposes of the Micro-Project;

      (iii) procure the goods, works and services to be financed out of the Micro-Grant in accordance with the provisions of this Agreement;

      (iv) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the World Bank, the progress of the Micro-Project and the achievement of its objectives;

      (v) if required under the Project Implementation Manual: (x) 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 Micro-Project; and (y) 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 promptly furnish the statements as so audited to the Recipient and the World Bank;

(vi) enable the Recipient and the World Bank to inspect the Micro-Project, its operation and any relevant records and documents;

(vii) prepare and furnish to the Recipient and the World Bank all such information as the Recipient or the World Bank may reasonably request relating to the foregoing; and

(viii) promptly inform the Recipient and the World Bank of any condition which interferes or threatens to interfere with the progress of the Micro-Project, or the performance by the Beneficiary of its obligations under the Micro-Grant Agreement.

3. The Recipient shall exercise its rights under each Micro-Grant Agreement in such a manner as to protect the interests of the Recipient and the World Bank and to accomplish the purposes of the Grant.

4. Except as otherwise agreed in writing with the World Bank, the Recipient shall not assign, amend, abrogate or waive any Micro-Grant Agreement or any of its provisions.

F. 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”).

G. Safeguards

1. The Recipient shall ensure that: (a) all terms of reference for any studies or other technical assistance to be carried out under the Project are consistent with and pay due attention to the Safeguards Frameworks; and (b) in drafting any laws or regulations under the Project, due attention is given to the Safeguards Frameworks.

2. To this end, the Recipient shall, prior to undertaking each study included in the Project: (a) prepare and furnish the terms of reference for such study to the World Bank for its review; (b) afford the World Bank a reasonable opportunity to exchange views with the Recipient on said terms of reference; and (c) promptly finalize such terms of reference as shall have been approved by the World Bank.
3. Further to the provisions of paragraphs 1 and 2 of this Section I.G, if any activity proposed to be carried out under the Project, would pursuant to the provisions of the Safeguards Frameworks, require the preparation of a Safeguards Instrument, the Recipient shall: (a) prior to the commencement of said activity: (i) prepare and furnish to the World Bank for review such Safeguards Instrument (as part of the Annual Work Plan in which the Recipient proposes to include said activity in the Project), in accordance with the Safeguards Frameworks; (ii) adopt and publicly disclose said Safeguards Instrument as approved by the World Bank; and (iii) implement all measures required pursuant to said Safeguards Instrument to be implemented prior to undertaking such activity; and (b) thereafter, ensure the implementation of said activity in accordance with said Safeguards Instrument and the Safeguards Frameworks.

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. Each Project Report shall cover the period of one calendar quarter, and shall be furnished to the World Bank not later than one 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 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 (6) 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:


   (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) National Competitive Bidding, subject to the following additional provisions, namely that the Recipient shall use the standard bidding documents of the World Bank or other bidding documents agreed with the World Bank prior to their use; (b) Shopping; and (c) Direct Contracting.
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 Individual Consultants; and (g) 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 February 2017, as revised from time to time by the World Bank and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the 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:
### 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, consultants’ services, Operating Costs and Training under Part B.2, Part B.3, Part D.2 and Part E of the Project</td>
<td>3,315,560</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Micro Grants under Part B.2(b)</td>
<td>342,596</td>
<td>100% of amounts disbursed</td>
</tr>
<tr>
<td>(3) Goods, works, non-consulting services, consultants’ services, Operating Costs and Training under Part D.1(a) of the Project</td>
<td>2,677,873</td>
<td>100%</td>
</tr>
<tr>
<td>(4) Goods, works, non-consulting services, consultants’ services, Operating Costs and Training under Part D.1(b) of the Project</td>
<td>173,732</td>
<td>100%</td>
</tr>
<tr>
<td><strong>TOTAL AMOUNT</strong></td>
<td><strong>6,509,761</strong></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;

   (b) for payment under Category (3) unless the Recipient has entered into a Management Contract, acceptable to the World Bank, with a Management Contractor for Part D.1(a) of the Project in accordance with Section I.D of Schedule 2 to this Agreement; or

   (c) for payment under Category (4) unless the Recipient has entered into a Management Contract, acceptable to the World Bank, with a Management Contractor for Part D.1(b) of the Project in accordance with Section I.D of Schedule 2 to this Agreement.
2. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is July 26, 2021.
APPENDIX

Definitions

1. “Annual Work Plan” means each annual work plan for the Project prepared by the Recipient and approved by the World Bank in accordance with the provisions of Section I.D of Schedule 2 to this Agreement.

2. “Beneficiary” means a recipient of a Micro-Grant in accordance with criteria specified in the Project Implementation Manual.

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

4. “CGDCs” means local development management committees (Comités de gestion du développement communautaire).

5. “Control Post” means the Control Posts of the MFESDE (as hereinafter defined).


7. “Departmental Directorate” means the decentralized directorate within the MFESDE.

8. “Directorate of Studies and Planning” and “DSP” each means the directorate within MFESDE responsible for studies and planning, and any successor thereto.

9. “Emission Reductions Program” means a program aimed at achieving reductions in the emissions stemming from deforestation and forest degradation.

10. “Environmental and Social Impact Assessment” and “ESIA”, each means the assessment to be carried out by the Recipient on the potential environmental and social impacts of the Project, evaluating alternatives, and proposing appropriate mitigation, management, and monitoring measures and defining specific measures to be implemented.

11. “Environmental and Social Management Framework” and “ESMF” each means the Recipient’s framework for the management of environmental, pest management, forest and social aspects of the Project, entitled “Cadre de Gestion Environnementale et Sociale – Projet Forêts et Diversification Economique”, as disclosed on February 7, 2017.

12. “FDLs” means local development funds.

13. “Forest Brigade” means the forest brigade of the MFESDE.
14. “Forestry Legislation” means the following laws and decrees of the Recipient, as
the same may be amended from time to time:

(a) law no. 16-2000 dated November 20, 2000 and entitled “Code Forestier”,
as amended by law no. 14-2009 dated December 30, 2009;

(b) law no. 5-2011 dated February 25, 2011, and entitled “Loi portant
promotion et protection des droits des populations autochtones”;

(c) decree no. 2009-415, dated November 20, 2009 and entitled “Décret fixant
le champ d’application, le contenu et les procédures de l’étude et de la
notice d’impact environnemental et social”; and

(d) decree no. 2009-303, dated August 31, 2009 and entitled “décret fixant les
modalités de sélection des offres de soumission pour l’attribution des titres
d’exploitation forestière”; and

(e) decree no. 2009-304, dated August 31, 2009 and entitled “decret instituant
un comité interministériel de concertation en cas d’usages superposés
dans les écosystèmes naturels”.

15. “Indigenous Peoples’ Plan” and “IPP”, each means the document adopted by the
Recipient on January 30, 2017, which outlines measures to ensure culturally
appropriate social and economic benefits under the Project and avoid, minimize,
or mitigate or compensate for any potential adverse effects associated with
activities to be implemented under the Project.

February 9, 2017, agreed with the World Bank and setting out the measures to be
taken for the development and implementation of integrated pest management and
safe handling of pesticides in the course of Project implementation, as the same
may be modified from time to time with the prior written agreement of the World
Bank, and such term includes any schedules or annexes to such Plan.

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

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

19. “Micro-Grant” means a grant to be made to a Beneficiary out of the proceeds of
the Grant under Part B.2 (b) of the Project.
20. “Micro-Grant Agreement” means the agreement providing the Micro-Grant to be entered into between a Beneficiary and the Recipient as specified in the Project Implementation Manual.

21. “Micro-Project” means a specific set of activities to be carried out by a Beneficiary in accordance with the terms and conditions specified in the Project Implementation Manual and the Micro-Grant Agreement.

22. “Ministry of Forest Economy, Sustainable Development and Environment” and “MFESDE” each means the Recipient’s ministry responsible for forests, environment and sustainable development currently known as “Ministère de l’Economie Forestière, du Développement Durable et de l’Environnement” and any successor thereto.

23. “Operating Costs” means reasonable expenditures for office supplies, vehicle operation and maintenance, communication and insurance costs, banking charges, office rental and rental charges, and maintenance costs, administration costs, trash collection, document duplication/printing, consumables, travel cost and per diem for Project staff for travel linked to the implementation of the Project, and salaries of contractual staff for the Project, but excluding salaries of officials of the Recipient’s civil service.

24. “Original Financing” means the financing in the amount of SDR 6,500,000 provided to the Recipient under the Original Financing Agreement to assist in the financing of the Original Project.


26. “Original Project” means the Project described in Schedule 1 to the Original Financing Agreement.

27. “PPP” means public-private partnership.

28. “Process Framework” or “PF” means the Process Framework acceptable to the World Bank, dated January 23, 2017, which established the modalities and procedures to address restrictions of access to legally designated parks and protected areas resulting from the implementation the Project activities, including REDD+ investments and demonstration activities.

29. “Project Implementation Manual” means the Recipient’s manual for the implementation of the Project referred to in Section I.B of Schedule 2 to this
Agreement, as the same may be revised from time to time in accordance with the provisions of said Section.

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


32. “Resettlement Action Plan” and “RAP”, each means the resettlement action plan, in form and substance satisfactory to the World Bank, to be prepared by the Recipient on the basis of the RPF, and giving details of the specific actions, measures and policies designed to facilitate the achievement of the objectives of the RPF, along with the procedural and institutional measures needed to implement such actions, measures and policies, as such RAP may be amended from time to time with the prior written agreement of the World Bank.

33. “Safeguards Frameworks” means, collectively, the Environmental and Social Management Framework (ESMF), Resettlement Policy Framework (RPF) and Process Framework (PF); and “Safeguards Framework” means one of the Safeguards Frameworks, as the context may require.

34. “Safeguards Instrument” means any of the following instruments which may be required for a Project activity pursuant to the Safeguards Frameworks: (a) an Environmental and Social Impact Assessment; (b) a Resettlement Action Plan; (c) an Indigenous Peoples’ Plan; or Integrated Pest Management Plan; and “Safeguards Instruments” means, more than one of such plans, as the context may require.

35. “Training” means the reasonable costs, approved by the World Bank as part of each Annual Work Plan, for expenditures associated with training and workshop participation under the Project, consisting of 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 course or workshop preparation and implementation.

36. “Tribunal des Grandes Instances” means the judicial body of a department or a city charged with prosecuting and judging criminal offenses.