Forest Investment Program
Grant Agreement

(Promoting Sustainable Community Based Natural Resources Management and Institutional Development Project)

between

REPUBLIC OF INDONESIA

and

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

(acting as an implementing entity of the Forest Investment Program under the Strategic Climate Fund)

June 29, 2016
FIP GRANT NUMBER TF0A2104

GRANT AGREEMENT

AGREEMENT dated June 29, 2016, entered into between: REPUBLIC OF INDONESIA ("Recipient") and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("World Bank"), acting as an implementing entity of the Forest Investment Program under the Strategic Climate Fund ("FIP").

WHEREAS (A) the Recipient, having satisfied itself as to the feasibility and priority of the Project described in Schedule 1 to this Agreement ("Project") has requested the World Bank, acting as an implementing entity of the FIP, to extend a grant as provided in Section 3.01 of this Agreement, to assist in the financing of the Project;

(B) the Recipient has also requested the World Bank, acting as administrator of the Co-financing for the Promoting Sustainable Community Based Natural Resource Management and Institutional Development Project Single-Donor Trust Fund ("SDTF") to provide additional assistance towards the financing of the Project and the World Bank, acting in such capacity, has agreed to make available a grant to the Recipient from the said trust fund to assist in the financing of the Project, pursuant to the grant agreement to be entered into between the Recipient and the World Bank ("SDTF Grant Agreement"); and

WHEREAS the World Bank has agreed, on the basis, inter alia, of the foregoing, to extend a grant of the FIP to the Recipient upon the terms and conditions set forth in this Agreement;

NOW THEREFORE, 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. To this end, the Recipient shall cause the Project to be carried out by the Ministry of Environment and Forestry 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 seventeen million three hundred and fifty thousand United States Dollars ($17,350,000) ("Grant") to assist in financing the Project.

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

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

Article IV
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 SDTF Grant Agreement has been executed and delivered and all conditions precedent to its effectiveness or to the right of the Recipient to make withdrawals under it (other than the effectiveness of this Agreement) have been fulfilled; and

(c) The Recipient has adopted the Project Operations Manual, in form and substance satisfactory to the World Bank.

4.02. 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.

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

Ministry of Finance
c/o Directorate General of Budget Financing and Risk Management
Gedung Frans Seda
Jl. DR. Wahidin Raya No. 1
Jakarta 10710 - Indonesia
Facsimile: 62-21-381-2859

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: 248423 (MCI) or 64145 (MCI) Facsimile: 1-202-477-6391

AGREED at Jakarta, Indonesia, as of the day and year first above written.

REPUBLIC OF INDONESIA

By

Authorized Representative

Name: Robert Pakpahan

Title: Director General of Budget Financing and Risk Management

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
acting as an implementing entity of the Forest Investment Program under the Strategic Climate Fund

By

Authorized Representative

Name: Rodrigo A. Chaves

Title: Country Director, Indonesia
SCHEDULE 1
Project Description

The objective of the Project is to strengthen institutional and local capacity for decentralized forest management and generate improved forest-based livelihoods in Targeted Areas.

The Project consists of the following parts:

**Part 1. Strengthening Legislation, Policy, and Institutional Capacity in Decentralized Forest Management**

(a) Providing technical assistance and capacity building to accelerate the roll out and operationalization of KPHs, including, *inter alia*, (i) creating an enabling policy and regulatory environment to accelerate the operationalization of KPHs; (ii) preparing key standard operating procedures; and (iii) establishing a system for effective monitoring and reporting on sustainable forest management,

(b) Improving the ability of national and sub-national governments in: (i) integrating KPH planning with the broader spatial planning; and (ii) carrying out participatory planning of forest management and delivering other key skills, including, but not limited to, development of forest management plans with inputs from all stakeholders and participatory mapping.

**Part 2. Developing the Knowledge Platform**

(a) Developing the forestry-related knowledge management and information system and the associated data, information, and training accessible to national and sub-national governments, local communities and Indigenous Peoples, and non-government stakeholders.

(b) Providing capacity building and knowledge exchange to support KPHs.

**Part 3. Improving Forest Management Practices**

(a) Providing technical assistance to selected KPHs to address key challenges related to the fulfillment of their mandate.

(b) Empowering the communities in selected KPH areas to implement activities identified in the forest management planning process.

(c) Providing support to selected KPHs in delivering mentoring services and training support to a cluster of other KPHs in their region.

**Part 4. Project Management, Monitoring and Reporting and Program Coordination**

(a) Providing support for Project management, oversight, monitoring and reporting, including reporting for the FIP;

(b) Providing support for the coordination of different projects carried out by the Recipient under its FIP through its Program Coordination Unit.
SCHEDULE 2

Project Execution

Section I. Institutional and Other Arrangements

A. Institutional Arrangements

1. At the national level, the Recipient shall establish by September 30, 2016 and maintain throughout the Project implementation period, a Technical Steering Committee, composed of representatives from BAPPENAS, Ministry of Home Affairs, Ministry of Agrarian Affairs and Spatial Planning/National Land Agency, academia and community stakeholders, including Indigenous People or Adat Communities, to be responsible for providing technical guidance and coordination on Project implementation.

2. At the sub-national level, the Recipient shall establish, within four months of a KPH selection, and maintain, throughout the Project implementation period, a Consultative Committee composed of representatives from sub-national offices of Ministry of Environment and Forestry, BAPPEDA, sub-national government, community stakeholders, including Indigenous People or Adat Communities, and other relevant stakeholders, to be responsible for coordination with KPHs on Project implementation.

3. The Recipient shall ensure that the Project Management Unit is established by September 30, 2016 and thereafter maintained within the Ministry of Environment and Forestry, throughout Project implementation period, provided with sufficient resources and staffed with competent personnel in adequate numbers, with qualification, experience, and terms of reference satisfactory to the World Bank, to be responsible for day to day implementation of the Project, quality assurance, safeguards, procurement, financial management, monitoring and reporting.

4. The Recipient shall ensure that Supporting Units are established, within three months of a KPH selection, and thereafter maintained in close proximity of the relevant KPH, throughout the Project implementation period, provided with sufficient resources and staffed with competent personnel in adequate numbers, with qualification, experience and terms of reference satisfactory to the World Bank, to be responsible for assisting the KPH and, when relevant, the Provincial forestry office, with day-to-day management of the Project.

B. Implementation Arrangements

1. The Recipient shall:

(a) adopt and ensure that the Project is carried out in accordance with the Project Operations Manual, acceptable to the Recipient and the Bank, giving details of guidelines and procedures agreed with the Bank for the implementation, supervision, and monitoring and evaluation of the Project, including: (i) implementation arrangements, along with the criteria, and terms and conditions, for the selection of KPHs under Part 3 of the Project and procedures and criteria of identification of training participants; (ii) reporting, monitoring and evaluation requirements and financial management and audit procedures as set forth in Section II of this Schedule, as well as standard procurement documentation; (iii) disbursement arrangements and schedules; (iv) Project performance indicators; and (v) details of the Environmental and Social Management Framework.
(b) implement the Project in accordance with the Project Operations Manual, and except as the Recipient and the Bank shall otherwise agree, shall not waive, amend or abrogate any version thereof.

2. Without limitation to the provisions of Section II.A of this Schedule, the Recipient shall ensure that: (a) Project Reports referred to in paragraph 1 of Section II.A of this Schedule include the information on the FIP results framework; and (b) a mid-term report is prepared and submitted to the World Bank at an agreed time between Bank and Recipient.

C. Safeguards

1. The Recipient shall carry out the Project in accordance with the provisions of the Environmental and Social Management Framework, which shall include the Community Participation Framework, the Land Acquisition and Resettlement Policy Framework, the Process Framework, an Environmental Management and Monitoring Plan, the Integrated Pest Management Plan, the Indigenous Peoples Planning Framework, and the Indigenous Peoples Plan, and except as the World Bank shall otherwise agree in writing, the Recipient shall not assign, amend, abrogate or waive, or permit to be assigned, amended, abrogated or waived, said instruments or any provision thereof.

2. In the event of a conflict between the provisions the Environment and Social Management Framework and those of this Agreement, the latter shall govern.

3. The Recipient shall ensure that any contract for works includes the obligation of the respective contractor to implement the Environmental and Social Management Framework.

4. Without limitation upon its other reporting obligations under Section II.B of this Schedule, the Recipient shall cause the Project Management Unit to collect and submit semi-annually, consolidated reports on compliance with Environmental and Social Management Framework, giving details of measures taken in furtherance of the Environmental and Social Management Framework, conditions, if any, which interfere or threaten to interfere with the smooth implementation of the Environmental and Social Management Framework, and remedial measures taken or required to be taken to address such conditions.

5. The Recipient shall ensure that the terms of reference for any consultancies related to studies, technical assistance and/or capacity building under this Agreement shall be satisfactory to the World Bank and, to that end, such terms of reference shall, inter alia, duly incorporate the requirements of the World Bank’s safeguard policies then in force, as applied to the advice conveyed through such studies, technical assistance and/or capacity building activities.

D. 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”).

E. Donor Visibility and Visit

1. The Recipient shall take or cause to be taken all such measures as the World Bank may reasonably request to identify publicly the Donor’s support for the Project.
2. For the purposes of Section 2.09 of the Standard Conditions, the Recipient shall, upon the World Bank’s request, take all measures required on its part to enable the representatives of the Donors to visit any part of the Recipient’s territory for purposes related to the Project.

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 set forth in the Project Operations Manual acceptable to the World Bank. Each Project Report shall cover the period of one calendar semester, and shall be furnished to the World Bank not later than forty-five 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 2.06 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 days after the end of each calendar quarter, covering the quarter, in form and substance satisfactory to the World Bank.

3. The Recipient shall have its Financial Statements for the Project audited in accordance with the provisions of Section 2.07 (b) of the Standard Conditions. Each such audit of the Financial Statements shall cover the period of one fiscal year of the Recipient. The audited Financial Statements for each such period shall be furnished to the World Bank not later than six months after the end of such period.

Section III. Procurement

A. General

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

(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 set out in the Annex to this Schedule; (b) Shopping; (c) Direct Contracting; (d) Force Account; and (e) Community Participation procedures which have been found acceptable to the World Bank.

**C. Particular Methods of Procurement of Consultants’ Services**

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

2. **Other Methods of Procurement of Consultants’ Services.** The following methods, other than Quality- and Cost-based Selection, may be used for procurement of consultants’ services for those assignments which are specified in the Procurement Plan: (a) Quality-based Selection; (b) Selection under a Fixed Budget; (c) Least Cost Selection; (d) Selection based on Consultants’ Qualifications; (e) Single-source Selection of consulting firms; (f) Selection of consultants under Indefinite Delivery Contract or Price Agreement; (g) Procedures set forth in paragraphs 5.2 and 5.3 of the Consultant Guidelines 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 100% of Eligible Expenditures consisting of goods, works, consulting services, non-consulting services, training and workshops, incremental operating costs and Community Engagement Activities under Parts 3(b) and 3(c) of the Project, inclusive of Taxes.

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.
ANNEX TO SCHEDULE 2

National Competitive Bidding: Modifications to Procedures

The procedures applicable to the procurement of goods, works, and non-consulting services under contracts awarded on the basis of National Competitive Bidding shall be those of the Pelelangan Umum (Public Tendering) and Pemilihan Langsung / Pelelangan Sederhana (Simplified Tendering) methods as set forth in the Recipient’s Presidential Regulation No. 54/2010 and its subsequent amendments as of January 16, 2015, with the modifications set out below in order to ensure economy, efficiency, transparency, and broad consistency with the provisions of Section I of the Procurement Guidelines, pursuant to paragraph 3.3 of said Guidelines. The Pemilihan Langsung / Pelelangan Sederhana method shall apply to such procurement up to the financial thresholds specified in said Regulation. In the event of a conflict between the Recipient’s procedures and these modifications, the latter shall govern.

1. Procuring entities shall use the appropriate standard bidding documents acceptable to the Recipient and the World Bank. The provisions of Section 1.16 (Fraud and Corruption) of the Procurement Guidelines shall apply, and each bidding document and contract financed out of the proceeds of the Grant shall include provisions on matters pertaining to fraud and corruption as defined in paragraph 1.16(a) of said Guidelines and the contract provisions set out in paragraph 1.16(e) of said Guidelines.

2. Foreign bidders shall not be precluded from bidding. If a registration process is required, a foreign firm determined to be the lowest evaluated responsive bidder shall be given reasonable time for registration. Foreign bidders shall not be required to form a joint venture or sub-contract part of the supply of goods, non-consulting services, and works as a condition for submitting bids or the award of the contract. Bidding documents shall be made available to all international bidders.

3. No preference of any kind shall be given to any bidders.

4. Under the Pelelangan Umum method, bidders shall be allowed at least twenty-one (21) days from the date of the invitation to bid or the date of availability of bidding documents, whichever is later, to prepare and submit bids; this period shall be ten (10) days under the Pemilihan Langsung Pelelangan Sederhana method.

5. Bids invited under the Pelelangan Umum method shall be submitted in one (1) envelope and evaluated using post-qualification.

6. No bidder shall be rejected merely on the basis of a comparison with the owner’s estimate and budget ceiling without the World Bank’s prior written concurrence.

7. Bid security, if it is required by the bidding documents, at the bidder’s option, shall be in the form of a letter of credit or guarantee from a reputable bank or other reputable financial institution and shall without exception follow the form provided for this purpose in the bidding documents.

8. All bids shall not be rejected and new bids solicited without the World Bank’s prior written concurrence.

9. Government-owned enterprises in Indonesia shall be eligible to participate in bidding only if they can establish that they are legally and financially autonomous, operate under commercial law, and are not dependent agencies of the Recipient or sub-grantees.
APPENDIX

Definitions

1. "Adat Community" means a customary law community (masyarakat hukum adat) based on lineage or locality and bound by customary law that live in the Member Country’s territory with characteristics including: (a) self-identification as a distinct indigenous cultural group; (b) collective attachment to ancestral territories and to the land and associated natural resources in the territories; (c) customary cultural, economic, social or political institutions; and where relevant (d) an indigenous language, and “Adat Communities” means more than one Adat Community.

2. “BAPPEDA” or “Badan Perencanaan Pembangunan Daerah” means the regional development planning agency of the Recipient, or any successor thereto.

3. “BAPPENAS” or “Badan Perencanaan Pembangunan Nasional” or the national development planning agency of the Recipient, or any successor thereto.

4. “Community Engagement Activities” means the costs under Parts 3(b) and 3(c) of the Project incurred by the Recipient for purposes of directly improving community capacity or livelihoods, which consists of goods, works, consulting services, non-consulting services, and training and workshops.

5. “Community Participation Framework” means the framework included in the Environmental and Social Management Framework, setting out a guideline for participation process and engagement of the project supported communities, including those from Indigenous Peoples, and addresses the requirements of OP4.10 (Indigenous Peoples).

6. “Consultative Committee” means the committee to be established in accordance with paragraph 2 of Section I.A of Schedule 2 to this Agreement, or any successor thereto.

7. “Displaced Person” means a person who, on account of the execution of the Project, has experienced or would experience direct economic and social impacts caused by: (a) the involuntary taking of land, resulting in: (i) relocation or loss of shelter; (ii) loss of assets or access to assets; or (iii) loss of income sources or means of livelihood, whether or not such person must move to another location; or (b) the involuntary restriction of access to legally designated parks and protected areas, resulting in adverse impacts on the livelihood of such person, and “Displaced Persons” means, collectively, all such Displaced Persons.

8. “District” means an administrative subdivision of a Province.

9. “Environmental Management and Monitoring Plan” means the Recipient’s environmental management and monitoring plan acceptable to the World Bank and included in the Environmental and Social Management Framework, setting out the agreed actions and policies designed to maximize the benefits of the Project, eliminate or offset any adverse environmental impacts, or reduce such impacts to acceptable levels, along with the procedural and institutional measures needed to implement such actions and policies.
10. "Environmental and Social Management Framework" means the Recipient's environmental and social management framework, dated August 2015 and acceptable to the World Bank, setting out mitigation, enhancement, monitoring, and institutional measures to eliminate any adverse environmental and/or social impacts of the Project, or if such adverse impacts cannot be avoided altogether, reduce such impacts to acceptable levels, as the same may be updated from time to time in agreement with the World Bank.

11. "Forest Investment Program" or "FIP" means a funding window of the Strategic Climate Fund, which is a donor-funded program that aims to support developing countries' efforts to reduce emissions from deforestation and forest degradation and promote sustainable forest management and enhancement of forest carbon stocks.

12. "Incremental Operating Costs" means the incremental operating costs under the Project incurred by the Recipient for purposes of Project management, implementation, and monitoring and evaluation, including office supplies and consumables, utilities, bank charges, communications, information and communication campaigns, mass media and printing services, vehicle rental, operation, maintenance, and insurance, office space rental, building and equipment maintenance, travel, lodging, and subsistence allowances, auditing services for the Project, and salaries of contractual and temporary staff, but excluding salary and salary supplements of staff of the Recipient's civil service and staff of the implementing agencies.

13. "Indigenous Peoples" means those social groups in the Recipient's territory that have a distinct, vulnerable, social and cultural identity, and that possess the following characteristics in varying degrees: (a) self-identification as members of a distinct indigenous cultural group and recognition of this identity by others; (b) collective attachment to geographically distinct habitats or ancestral territories in the Project area and to the natural resources in these habitats and territories; (c) customary cultural, economic, social, or political institutions that are separate from those of the dominant society and culture; and (d) an indigenous language.

14. "Indigenous Peoples Planning Framework" means the Recipient's indigenous peoples planning framework acceptable to the World Bank and included in the Environmental and Social Management Framework, setting out the agreed measure to: (a) involve Indigenous Peoples, through a process of free, prior and informed consultation, in the design and implementation of the Project in locations in which such people reside or make their living; and (b) ensure that Indigenous Peoples receive culturally appropriate social and economic benefits.

15. "Indigenous Peoples Plan" means the Recipient's indigenous peoples plan acceptable to the World Bank and included in the Environmental and Social Management Framework.

16. "Integrated Pest Management Plan" means the Recipient's integrated pest management plan acceptable to the World Bank and included in the Environmental and Social Management Framework, setting out appropriate measures to discourage the development of pest populations and keep pesticides and other interventions to levels that are economically justified and reduce or minimize risks to human health and the environment and details of agreed actions designed to maximize the benefits of the Project, eliminate or offset any adverse environmental impacts or reduce such impacts to acceptable levels, along with the procedural and institutional measures needed to implement such actions.

17. "KPH" means kesatuan pengelolaan hutan, a forest management unit of the Recipient, or any successor thereto, and "KPHs" means, collectively, more than one KPH.
18. “Land Acquisition and Resettlement Action Plan (LARAP)” means the land acquisition and resettlement action plan to be prepared by the Recipient in accordance with the Environmental and Social Management Framework, and acceptable to the World Bank, setting out the agreed measures and actions for the provision of compensation, rehabilitation and resettlement assistance to Displaced Persons.

19. “Land Acquisition and Resettlement Policy Framework” means the Recipient’s land acquisition and resettlement policy framework acceptable to the World Bank and included in the Environmental and Social Management Framework, setting out the measures and actions to be taken during the implementation of the Project for the provision of compensation, rehabilitation and resettlement assistance to Displaced Persons, as such framework may be amended from time to time with the prior written agreement of the Bank and the Recipient.


21. “Ministry of Environment and Forestry” means the Recipient’s ministry responsible for environment and forestry, or any successor thereto.

22. “Ministry of Finance” means the Recipient’s ministry responsible for finance, or any successor thereto.

23. “Ministry of Home Affairs” means the Recipient’s ministry responsible for home affairs, or any successor thereto.

24. “Process Framework” means the Recipient’s process framework acceptable to the World Bank and included in the Environmental and Social Management Framework, setting out the process by which members of potentially affected communities participate in designing activities, determining measures necessary to achieve resettlement policy objectives, and implementation and monitoring of relevant Project activities, in the case of probable restrictions caused by the Project in accessing natural resources in legally designated parks and protected areas.

25. “Program Coordination Unit” means a FIP’s unit responsible for program coordination in the Recipient’s territory.

26. “Project Management Unit” means the project management unit to be established in accordance with paragraph 3 of Section I.A of Schedule 2 to this Agreement.

27. “Project Operations Manual” means the Project Operations Manual acceptable to the World Bank as referred to in paragraph 1(a) of Section I.B of Schedule 2 to this Agreement.

28. “Province” means an administrative subdivision of the Recipient’s territory at the first level below the national level.

29. “Sub-district” means an administrative subdivision of a District.

30. “Supporting Unit” means a supporting unit to be established in accordance with paragraph 4 of Section I.A of Schedule 2 to this Agreement.
31. "Targeted Area" means both: (a) the area of a KPH, which, for the purpose of this Project, will be selected based on the criteria set out in the Project Operations Manual; and (b) the areas adjacent to said KPH as agreed by the World Bank; and "Targeted Areas" means, collectively, more than one Targeted Area.

32. "Technical Steering Committee" means the Technical Steering Committee to be established by the Recipient in accordance with paragraph 1 of Section I.A of Schedule 2 to this Agreement.

33. "Training and Workshops" means the reasonable costs of expenditure incurred by the Recipient in facilitating and conducting domestic and overseas training and workshop activities of the Project, including costs of training or workshop materials; honoraria; interpretation and translation; equipment and venue rental; lunches; and per diem, accommodation, and transportation for those attending the training or workshop; but excluding salary and salary supplements of Recipient’s civil servants and staff of the implementing agencies.

34. "Village" means an administrative subdivision of a Sub-district.