Global Environment Facility
Grant Agreement
(Additional Financing for the National Parks Network Rehabilitation Project)

Between

DEMOCRATIC REPUBLIC OF CONGO

and

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT

acting as an Implementing Agency of the Global Environment Facility

Dated February 1st, 2014
GLOBAL ENVIRONMENT FACILITY 
GRANT AGREEMENT

AGREEMENT dated February 15, 2014, entered into between:

DEMOCRATIC 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") and to the Program. To this end, the Recipient shall cause the Project to be carried out by Institut Congolais pour la Conservation de la Nature ("Project Implementing Entity") in accordance with the provisions of Article II of the Standard Conditions and the agreement dated the same date as this Agreement between the World Bank and the Project Implementing Entity, as such agreement may be amended from time to time ("Project Agreement").
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 eleven million six hundred thirty six and three hundred sixty three United States Dollars ($11,636,363) ("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. 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 under the abovementioned trust fund, and the Recipient’s right to withdraw the Grant proceeds is subject to the availability of such funds.

Article IV
Additional Remedies

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

(a) The Recipient has taken or permitted to be taken any action which would prevent or interfere with the performance by the Project Implementing Entity of its obligations under the Project Agreement.

(b) The Project Implementing Entity has failed to perform any obligation under the Project Agreement or the Subsidiary Agreement.

(c) The World Bank has declared the Project Implementing Entity ineligible to be awarded a contract financed by the World Bank.

(d) As a result of events which have occurred after the date of this Agreement, an extraordinary situation has arisen which makes it improbable that the Program or a substantive part thereof will be carried out.
(e) The Project Implementing Entity's Basic Legislation has been amended, suspended, abrogated, repealed or waived so as to affect the ability of the Project Implementing Entity to perform any of its obligations under the Project Agreement.

(f) The Okapi Fund’s Statutes and Basic Legislation, once adopted, have been amended, suspended, abrogated, repealed or waived so as to affect the ability of the Okapi Fund to carry out activities under Component 4 of the Project.

(g) Unless agreed otherwise with the World Bank, the contract with the Fiduciary Technical Assistant, the Investment Manager or the Internal Auditor has been breached, amended, suspended, terminated, or waived.

(h) Unless agreed otherwise with the World Bank, any Delegated Management Partners Contract has been breached, amended, suspended, terminated, or waived.

(i) The Conservation Law has been modified in a manner that shall make it improbable that the Project will be carried out.

(j) Event prior to Effectiveness. The World Bank has determined after the Effective Date referred to in Section 5.04 of this Agreement that prior to such date but after the date of this Agreement, an event has occurred which would have entitled the World Bank to suspend the Recipient's right to make withdrawals from the Grant Account if this Agreement had been effective on the date such event occurred.

Article V
Effectiveness; Termination

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

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

(b) If the World Bank so requests, the condition of the Project Implementing Entity, as represented or warranted to the World Bank at the date of the Project Agreement, has undergone no material adverse change after such date.
(c) The Subsidiary Agreement referred to in Section I.A of Schedule 2 to this Agreement has been executed on behalf of the Recipient and the Project Implementing Entity.

(d) the Co-financing Agreement dated the same date as this Agreement, between the Recipient and the International Development Association, providing a grant in support of the Project (“Financing 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.

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 showing the following matters:

(a) on behalf of the Recipient, that this Agreement has been duly authorized or ratified by, and executed and delivered on its behalf and is legally binding upon it in accordance with its terms;

(b) on behalf of the Project Implementing Entity, that the Project Agreement has been duly authorized or ratified by, and executed and delivered on its behalf and is legally binding upon it in accordance with its terms; and

(c) the Subsidiary Agreement has been duly authorized or ratified by the Recipient and the Project Implementing Entity and is legally binding upon each such party in accordance with its terms.

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

5.04. 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 finance.

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

Ministry of Finance
Boulevard du 30 Juin
Commune de la Gombe
Kinshasa 1,
Democratic Republic of Congo

Email: cabfinances@minfinrdc.com
Tel.: +243 99 39 000 39

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

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AGREED at Kinshasa, DRC, as of the day and year first above written.

DEMOCRATIC REPUBLIC OF CONGO

By

Authorized Representative

Name: H.E. Patrice Kitebi

Title: Minister of Finance

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

By

Authorized Representative

Name: Eustache Ouayoro

Title: Country Director for DRC
SCHEDULE 1
Project Description

The objective of the Project is to enhance the Project Implementing Entity’s capacity to manage targeted Protected Areas.

The Project consists of the Original Project and the following additional part:

Component 1. Support to Institutional Rehabilitation

Provision of equipment, technical assistance, training, and financing of operating costs, to support the long-term capacity rehabilitation of the Project Implementing Entity, by:

(a) rebuilding functional financial and administrative management capacity, including in the field of procurement;

(b) strengthening its capacity for coordination among conservation stakeholders, communication and awareness campaigns, monitoring and evaluation, and social impact management; and

(c) contributing to the development of a sustainable funding strategy.

Component 2. Support to National Parks

Provision of equipment, technical assistance and training, financing of operating costs, and carrying out of works, to support rehabilitation of the Garamba National Park, the Mikeno sector of the Virunga National Park, the Botanical Garden System and other Protected Areas, by:

(a) restoring the Project Implementing Entity’s site-level basic human and material capacity;

(b) strengthening partnerships with non-governmental organizations;

(c) protecting and stabilizing the populations of key flagship species;

(d) supporting local consultations, participatory processes and increased local participation in income generating activities, such as hunting zone management and eco-tourism, as well as other community development activities; and

(e) monitoring of safeguards and implementation of mitigation measures under the Project.
It is understood that, if the security situation in areas where the targeted Protected Areas are located so requests, the Parties may agree to re-allocate the relevant Project funds to the protection of other Protected Areas.

Component 3. Technical Studies and Consultations

Provision of equipment, technical assistance and training, and financing of operating costs, to strengthen the Recipient’s capacity to conduct technical studies and stakeholders consultations needed to identify potential new Protected Areas by:

(a) technical studies, data analysis, stakeholders’ consultations and participatory mapping; and

(b) in consultation with national and international non-governmental organizations as well as university organizations, technical studies, stakeholders’ consultations, socio-economic and biological studies and participatory mapping in two pilot areas.

Component 4. Okapi Fund Establishment, Operation and Capitalization

Provision of technical assistance, training, financing of operating costs and endowment capital for:

(a) the establishment of the Okapi Fund;

(b) the capacity building of the fund’s directors, members, Steering Committee and staff to effectively set up, monitor, oversee and administer the fund; and

(c) the capitalization of the Okapi Fund.
Section I. Institutional and Other Arrangements

A. Subsidiary Agreement

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

(a) The obligation of the Recipient to transfer the proceeds of the Grant to the Project Implementing Entity on a grant basis, and otherwise, to take all action necessary to permit the Project Implementing Entity to carry out the Project and ensure the achievement of the objective thereof.

(b) The obligation of the Project Implementing Entity to promptly inform the Recipient of any condition which interferes or threatens to interfere with the implementation of the Project and the achievement of the objective thereof.

(c) The obligation of the Project Implementing Entity, at the request of the Recipient, to exchange views with the Recipient with regard to the progress of the Project and the achievement of the objective thereof, and the Project Implementing Entity's performance of its obligations under the Subsidiary Agreement and the Project Implementation Manual.

(d) The obligation of the Project Implementing Entity to carry out the Project in accordance with this Agreement, the Project Agreement, the Subsidiary Agreement and the Project Implementation Manual, and at all times to ensure that only activities that comply with this Agreement, the Project Agreement, the Subsidiary Agreement and the Project Implementation Manual will be financed from the proceeds of the Grant.

(e) The obligation of the Project Implementing Entity to comply with the Social and Environmental Documents.

(f) The obligation of the Project Implementing Entity to promptly refund to the Recipient any proceeds from the Grant not used for purposes of carrying out the Project or for achieving the objective thereof or otherwise utilized in a manner which does not comply with the provisions of this Agreement or the Project Agreement.
(g) A provision stipulating that, in case of conflict between any of the provisions contained in the Subsidiary Agreement or the Project Implementation Manual, on one hand, and those set forth in this Agreement and the Project Agreement, on the other hand, the provisions of this Agreement and the Project Agreement shall at all times prevail.

2. The Recipient shall exercise its rights under the Subsidiary Agreement in such manner as to protect the interests of the Recipient and the World Bank and to accomplish the purposes of the Grant. Except as the World Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the Subsidiary Agreement or any of its provisions.

B. Other

1. The Recipient shall, at all times during Project implementation:

   (a) take all actions necessary or appropriate to enable the Project Implementing Entity to carry out its obligations as set forth in this Agreement and the Project Agreement, including, without limitation, the provision of facilities, site access, services and other resources required for that purpose; and

   (b) cause the Ministry of Environment and other concerned public agencies and institutions at both the central or local level to take all actions necessary or appropriate to facilitate the smooth execution of the Project by the Project Implementing Entity.

2. The Recipient shall carry out the Project, or cause the Project to be carried out, in accordance with the provisions of:

   (a) the Project Implementation Manual;

   (b) the Social and Environmental Documents; and

   (c) the Okapi Fund’s Manual.

3. Except as the World Bank shall otherwise agree, the Recipient shall not amend or waive the Project Implementation Manual, the Social and Environmental Documents, or any provision thereof, or permit any such provision to be amended or waived. In case of any conflict between the provisions of the Project Implementation Manual, the Social and Environmental Documents, or the Okapi Fund’s Manual and the provisions of this Agreement, the provisions of this Agreement shall prevail.
4. Establish and thereafter maintain until the establishment of the Okapi Fund and its full operation, the Steering Committee in charge of overseeing the establishment of said Okapi Fund with the composition, powers acceptable to the Association as further described in the Okapi Fund’s Manual.

C. Memorandum of Understanding

The Okapi Fund shall be managed pursuant to a Memorandum of Understanding, to be concluded among the Recipient’s Ministries in charge of finance and environment and, the Project Implementing Entity under terms and conditions satisfactory to the World Bank described in more detail in the Okapi Fund’s Manual and which shall include the following:

(i) provisions stating that the Okapi Fund will be established for a minimum period of ten years and that, at the end of the period, the Okapi Fund will afford the World Bank an opportunity to exchange views with the Recipient, the Project Implementing Entity and the Okapi Fund with a view to jointly formulating a way forward with respect to the further use of any remaining funds under the Okapi Fund in accordance with the GEF objectives;

(ii) provisions stating that Component 4 of the Project will be implemented by the Okapi Fund in accordance with the Okapi Fund’s Manual;

(iii) provisions stating the Investment Manager shall: (A) carry out its activities under Component 4 of the Project with due diligence and efficiency and in accordance with sound administrative, environmental and financial standards and in accordance with the provisions of the Okapi Fund’s Manual and the Anti-Corruption Guidelines; (B) maintain adequate records to reflect, in accordance with simple and sound accounting practices defined in the Okapi Fund’s Manual, the operations, the resources of the Okapi Fund in respect of expenditures made under Component 4 of the Project; and (C) maintain adequate reporting in accordance with the standards specified in the Okapi Fund’s Manual;

(iii) the right of the Project Implementing Entity to inspect, by itself or jointly with the Recipient’s Ministry of Environment and the World Bank, if the World Bank shall so request, any relevant
records and documents held by the Okapi Fund or the Investment Manager in respect of the activities under Component 4 of the Project; and

(iv) the right of the Project Implementing Entity, the Ministry of Environment and the World Bank to obtain all information from the Okapi Fund and the Investment Manager as the Project Implementing Entity, the Ministry of Environment or the World Bank shall reasonably request regarding the administration, operations and financial conditions of the Okapi Fund.

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”).

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 and set forth in the Project Implementation Manual or in the Okapi Fund’s Manual. Each Project Report shall cover the period of one calendar semester, 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 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. **Withdrawal of Grant Proceeds**

A. General

1. The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) Article III of the Standard Conditions; (b) this Section; and (c) such additional instructions as the World Bank may specify by notice to the Recipient (including the “World Bank Disbursement Guidelines for Projects” dated May 2006, as revised from time to time by the World Bank and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.

2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Grant (“Category”), the allocations of the amounts of the Grant to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Grant Allocated (expressed in USD)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, Works, Non-Consulting Services, Consultants’ Services, Operating Costs, and Training for the Project</td>
<td>4,236,363</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Capitalization of the Okapi Fund under Component 4.3 of the Project</td>
<td>7,400,000</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>11,636,363</td>
<td></td>
</tr>
</tbody>
</table>
B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:

(a) for payments made prior to the date of this Agreement, except that withdrawals up to an aggregate amount not to exceed $1,000,000 equivalent may be made for payments made 12 months prior to this date, for Eligible Expenditures under Category (1); or

(b) under Category (2) unless the World Bank has received: (i) the Okapi Fund’s Statutes and Basic Legislation; (ii) the executed Memorandum of Understanding; (iii) the Investment Manager’s executed contract; (iv) the Okapi Fund’s Manual; and (v) the Okapi Fund’s bank account statements, showing that a minimum amount of $7,400,000 has been deposited into the Okapi Fund; all in form and substance satisfactory to the World Bank.

2. The Closing Date is December 31, 2018.

Section V. Other Undertakings

1. By January 30, 2017, or such other date as the World Bank shall agree upon, the Recipient in coordination with the Project Implementing Entity and the Okapi Fund once established shall: (i) carry out jointly with the World Bank, a mid-term review of the implementation of operations under the Project, which shall cover the progress achieved in the implementation of the Project; and (ii) following such mid-term review, act promptly and diligently to take any corrective action as shall be agreed by the World Bank.

2. The Recipient shall consult with the World Bank on the rules pertaining to the use of Protected Areas and adjacent zones for lucrative purposes, commercial or others, and shall not grant any concession pertaining to the use of said zones under the Project without prior consultation with the World Bank.
APPENDIX

Definitions

1. "Annual Work Plans" means the consolidated annual work plans to be prepared by the Project Implementing Entity, and referred to in Section I.E of the Schedule to the Project Agreement.


3. "Co-financing Agreement" means the agreement of same date herewith between the Recipient and the International Development Association providing an amount of SDR 2,000,000, to be provided to assist in financing the Project.


5. "Delegated Management Contract" means the agreement on terms and conditions acceptable to the World Bank between the Project Implementing Entity and each Delegated Management Partner for the purpose of carrying activities under Part B of the Project.

6. "Delegated Management Partner" means a third party with qualifications and experience and terms of reference satisfactory to the World Bank recruited by the Project Implementing Entity to assist in the implementation of activities under Part B of the Project, namely: (a) as regards Garamba National Park, African Park Foundation; and (b) as regards the Mikeno sector of the Virunga National Park, the Frankfurt Zoological Society and other Protected Areas as required and as found satisfactory to the World Bank.

7. "ESIA" means environmental and social impact assessment, in form and substance satisfactory to the World Bank, adopted by the Recipient on May 23, 2008, giving details of the evaluation of the potential environmental and social risks and impacts of activities under the Project and describing measures designed to mitigate, reduce or offset the environmental and social impacts of activities identified under the Project, as the same may be amended from time to time with the prior written approval of the World Bank.

8. "Fiduciary Technical Assistant" means the financial management specialist with qualifications and experience and terms of reference satisfactory to the World Bank to be recruited by the Project Implementing Entity for the purpose of providing assistance in carrying out the Project Implementing Entity's financial management activities.
9. "Indigenous Peoples Development Plan" and "IPDP" means the document adopted by the Recipient on May 23, 2008, defining specific measures to be implemented for indigenous people in the Project areas in order to protect them and to ensure that members of said indigenous people be granted development opportunities under the Project, as the same may be amended from time to time with the prior written approval of the World Bank.

10. "Internal Auditor" means the individual with qualifications and experience and terms of reference satisfactory to the World Bank designated and contracted by the Project Implementing Entity to assist in the carrying out of internal audits as per Section II.B (4) of Schedule 2 to this Agreement.

11. "Investment Manager" means the private company to be selected and contracted by the Okapi Fund to manage the investment assets of the Okapi Fund, as contracted in accordance with Section III of the Schedule to the Project Agreement.

12. "Memorandum of Understanding" means the agreement to concluded among the Recipient’s Ministries in charge of finance and environment and the Project Implementing Entity under terms and conditions satisfactory to the World Bank described in more detail in the Okapi Fund’s Manual.

12. "National Park" means an area gazetted for nature conservation as defined in the Conservation Law.

13. "Okapi Fund" means Fonds Okapi pour la Conservation de la Nature en République Démocratique du Congo, a charity legally established and operating under the United Kingdom Laws and authorized to operate in the Recipient’s territory in accordance with the Okapi Fund’s Basic Legislation.

14. "Okapi Fund’s Statutes and Basic Legislation” means the Okapi Fund’s statutes to be adopted and found satisfactory to the World Bank and the Recipient’s Presidential Decree authorizing the Okapi Fund to carry out its activities under Component 4 of the Project and found satisfactory to the World Bank.

15. "Okapi Fund’s Manual” means the implementation manual to be approved and adopted by the Okapi Fund (following its establishment) in form and substance satisfactory to the World Bank outlining operational modalities for the establishment and operation of the Okapi Fund including, inter alia, the terms of reference for the technical management team, the institutional, administrative, financial, accounting, disbursement, procurement and environmental mitigation arrangements as well as the investment policies and guidelines, the use of Grant proceeds used for the establishment, operation and capitalization of said fund, as said manual may be amended from time to time with the prior written agreement of the World Bank, and such term includes any schedules to the Okapi Fund’s
Manual, including the Statutes of the Okapi Fund, the anti-corruption action plan and the Anti-Corruption Guidelines.

16. "Operating Costs" means the incremental expenses incurred by the Project Implementing Entity and by the Okapi Fund under the Project on account of office supplies, vehicles operation and maintenance, communication costs, rental expenses, utilities expenses, consumables, transport, travel and accommodation, per diem, supervision costs and salaries of locally contracted staff but excluding salaries of civil servants.


18. "Process Framework" and "PF" mean the framework to ensure participation in management of Protected Areas by local communities living around Protected Areas, adopted by the Recipient on May 23, 2008, as said framework may be amended from time to time with the prior written agreement of the World Bank.

19. "Procurement Plan" means the procurement plan for the Project dated October 22, 2013 referred to in Section III.A.1 of the Schedule to the Project Agreement.

20. "Project Implementation Manual" means the Project implementation manual outlining operational modalities for the implementation of Project activities including, inter alia, the institutional, administrative, financial, accounting, disbursement, procurement and environmental mitigation arrangements for the implementation of the Project, including an anti-corruption action plan, to be adopted by the Recipient and the Project Implementing Entity, as the same may be amended from time to time with the prior written agreement of the World Bank, and such term includes any schedules to the Project Implementation Manual.

21. "Project Implementing Entity" means Institut Congolais pour la Conservation de la Nature, a parastatal established and operating pursuant to the Project Implementing Entity’s Basic Legislation.

22. "Program" means a program of objectives, policies and actions contained in the Recipient's letter to the World Bank, dated December 12, 2007 and designed to promote nature conservation in the Recipient’s territory.

23. "Project Implementing Entity’s Basic Legislation" means Law No. 75-023 dated July 22, 1975, Ordinance No. 78-190 dated May 5, 1978, or any other text pursuant to which the Project Implementing Entity has been established and is
operating, as such legislation or other instrument may have been amended from
time to time prior to the date of this Agreement.

24. “Protected Area” means an area gazetted for protection purposes as defined in the
Conservation Law.

25. “Resettlement Policy Framework” and “RPF” mean the policy framework for
land acquisition, compensation, resettlement and rehabilitation of displaced
persons adopted by the Recipient on May 23, 2008, as said policy framework
may be amended from time to time with the prior written agreement of the World
Bank.

26. “Social and Environmental Documents” means together, the ESIA, the IPDP, the
PF and the RPF.

27. “Steering Committee” (Comité de Pilotage) means a committee created by the
Recipient’s Arrêté Ministériel No. 093/CAB/MIN/ECN-T/02/JEB/09 dated
February 11, 2009 in charge of coordinating the preparation and establishment of
the Okapi Fund until said fund becomes fully operational, in a manner
satisfactory to the World Bank.

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

29. “Training” means the expenses incurred on per diem, travel, purchase of training
materials and rental of facilities, and includes workshops and seminars.