The Honourable Dean O. Barrow  
Prime Minister and Minister of Finance and Natural Resources  
Ministry of Finance  
Sir Edney Cain Building  
Belmopan City, Belize

Grant Agreement for Belize’s Readiness Preparation Proposal  
Readiness Fund of the FCPF  
Grant No. TF 018492

Excellency:

I wish to refer to Resolution PC2008-2 of the Participants Committee of the Forest Carbon Partnership Facility (“FCPF”) regarding Selection of REDD Country Participants (“Resolution PC2008-2”). REDD stands for Reducing Emissions from Deforestation and Forest Degradation, and refers to the role of conservation, sustainable management of forests and enhancement of forest carbon stocks.

Resolution PC2008-2 provides that subject to the availability of funds, certain REDD Country Participants may receive grant funding of up to three million six hundred thousand United States Dollars (USD 3,600,000) for formulating and carrying out a Readiness Preparation Proposal (“R-PP”).

Belize (“Recipient”) was selected as a REDD Country Participant. The Participants Committee of the FCPF (“PC”) has reviewed the R-PP submitted by the Recipient and acknowledged the great efforts made by the Recipient in formulating its R-PP. Accordingly, the PC, through its Resolution PC/17/2014/8, decided to allocate grant funding to the Recipient in the amount of up to three million six hundred thousand Dollars (USD 3,600,000) (“Preparation Installment”), to enable it to move ahead with preparation for readiness, subject to the terms and conditions set out in said Resolution. Further, the PC approved, through its Resolution PC/Electronic/2012/1, the allocation of additional funds of up to two hundred thousand Dollars (USD 200,000) (together with the Preparation Installment, the “Grant”) for the Recipient to strengthen national feedback and grievance redress mechanisms, subject to the terms and conditions set out in said Resolution.

In response to the request for financial assistance made on behalf of the Recipient and the decision of the PC referred to above, I am pleased to inform you that the World Bank, acting as trustee of the Readiness Fund for the FCPF, agrees to extend the Grant to the Recipient to assist in
the financing of Readiness Preparation Activities (as defined in the Annex to this Agreement). The Grant shall be subject to the terms and conditions set forth or referred to in this letter agreement ("Agreement"), which includes the attached Annex with a description of Readiness Preparation Activities.

The Recipient represents, by confirming its agreement below, that it is authorized to enter into this Agreement and to carry out the Readiness Preparation Activities in accordance with the terms and conditions set forth or referred to in this Agreement.

Please confirm the Recipient's agreement to the foregoing by having an authorized official of the Recipient sign and date the enclosed copy of this Agreement, and returning it to the World Bank. Upon receipt by the World Bank of this countersigned copy, this Agreement shall become effective as of the date of the countersignature.

Very truly yours,
INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT
Acting as Trustee of the Readiness Fund of the Forest Carbon Partnership Facility

By
Cecile Thioro Niang
Acting Director
Caribbean Country Management Unit
Latin America and the Caribbean Region

AGREED:

BELIZE

By

Name: [Signature]
Title: [Signature]
Date: March 14, 2017

Enclosures:


(2) Charter Establishing the Forest Carbon Partnership Facility, dated August 8, 2013.

(3) Disbursement Letter of even date herewith, together with World Bank Disbursement Guidelines for Projects, dated May 1, 2006.
(4) Guidelines on Preventing and Combating Fraud and Corruption in Project Financed by IBRD Loans and IDA Credits and Grants, dated October 15, 2006 and revised in January 2011.


FCPF Readiness Fund Grant No. TF018492
ANNEX

Article I
Standard Conditions; Definitions

1.01. **Standard Conditions.** The Standard Conditions for Grants Made by the World Bank Out of Various Funds, dated February 15, 2012 ("Standard Conditions"), with the modifications set forth below, constitute an integral part of this Agreement:

(a) The following term and definition shall be added to the Appendix to the Standard Conditions as paragraph 18bis to read as follows:

18bis "‘Readiness Preparation Activities’ means the activities, described in the Grant Agreement, for which the Grant is made, as the description of said activities may be amended from time to time by agreement between the Recipient and the World Bank."

(b) the term “Project” and its definition shall be deleted in their entirety from the Standard Conditions; and all references throughout the Standard Conditions to the term “Project” shall be deemed to refer to the “Readiness Preparation Activities.”

1.02. **Definitions.** Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the Standard Conditions, the Charter Establishing the Forest Carbon Partnership Facility ("Charter"), or in this Agreement.

(a) “Environmental and Social Management Framework” or “ESMF” means the environmental and social management framework, acceptable to the World Bank, which establishes the modalities and procedures to address potential negative environmental and social impacts from the implementation of REDD+ investments and demonstration activities as well as associated mitigation measures through employing best practices; and includes the screening criteria, procedures and institutional responsibilities for the safeguard policies that are triggered for subsequent World Bank financed REDD+ investments.

(b) “Indigenous Peoples Planning Framework” or “IPPF” means the Recipient’s framework, acceptable to the World Bank and prepared in accordance with the World Bank’s Operational Policy OP 4.10, which will provide a clear process and criteria for the development of specific Indigenous Peoples Plans that may be needed for any subsequent World Bank financed REDD+ investments.

(c) “Ministry of Economic Development, Petroleum, Investment, Trade and Commerce” or “MEDPITC” means the Recipient’s ministry for economic development, petroleum, investment, trade and commerce, or any successor or successors thereto.

(d) “Ministry of Agriculture, Fisheries, Forestry, The Environment, Sustainable Development and Immigration” or “MAFFESDI” means the Recipient’s ministry of agriculture, fisheries, forestry, the environment, sustainable development and climate change, or any successor or successors thereto.
(e) "Protected Areas Conservation Trust” or “PACT” means the statutory body established and operating pursuant to the Recipient's Protected Areas Conservation Trust Act.

(f) "Protected Areas Conservation Trust Act" means the Protected Areas Conservation Trust Act No 15 of 1995, as revised under the Law Revision Act, Chapter 3, Revised Edition 2000, dated May 31, 2003 pursuant to which PACT has been established and is operating.

(g) "Operational Manual” or “OM” means the operational manual for the Readiness Preparation Activities, to be adopted by the Recipient and PACT for the Project, and referred to in Section 2.03 of this Agreement, satisfactory to the World Bank, describing and setting forth procedures for implementation of the Readiness Preparation Activities and institutional arrangements, including coordination among the stakeholders and agencies involved in Readiness Preparation Activities implementation, consistent with the provisions of this Agreement and with applicable laws and regulations and including, among other things, timetables of actions required to be carried out under the Readiness Preparation Activities, the respective roles and responsibilities of the agencies involved in the implementation of the Readiness Preparation Activities, staffing, the fiduciary, technical and operational aspects and procedures for implementation of the Readiness Preparation Activities, including the financial management procedures (budgeting, accounting and internal control, disbursement and flow of funds, financial reporting, annual reports, internal and external audit arrangements procedures and including the Grant specific chart of accounts), procurement procedures, monitoring and evaluation arrangements, other fiduciary and administrative arrangements and necessary terms of reference, and procedures for monitoring and evaluation of the Readiness Preparation Activities, as the same may be amended from time to time by agreement with the World Bank.

(h) "Process Framework” or “PF” means the Recipient’s framework, acceptable to the World Bank and included as part of the ESMF, to guide the mitigation of potential negative impacts on the livelihoods of populations as part a result of any subsequent World Bank financed REDD+ investments.

(i) "REDD+” means reducing emissions from deforestation and forest degradation, conservation of forest carbon stocks, sustainable management of forest, and enhancement of forest carbon stocks.

(j) "Resettlement Policy Framework” or “RPF” means the Recipient’s framework, acceptable to the World Bank, to screen REDD+ activities for potential involuntary resettlement.

(k) “Stakeholder Consultation and Participation Plan” means the document prepared by the Recipient and acceptable to the World Bank, which describes the participatory process for effectively engaging all stakeholders in the carrying out of the Readiness Preparation Activities and the SESA, including the scale, scope, representation information, schedule and budget for carrying out of said Plan, as the same may be modified from time to time by agreement between the Recipient and the World Bank.
(l) "Strategic Environmental and Social Assessment" or "SESA" means the Recipient's assessment of potential strategic environmental and social impacts that may arise from future REDD+ activities and/or projects and/or strategies in compliance with World Bank's Safeguard Policies.

(m) "SESA Work Plan" means the document prepared by the Recipient as a component of the Stakeholder Consultation and Participation Plan, which describes the process for carrying out the SESA, as amended from time to time, in form and substance acceptable to the Bank.

(n) "World Bank's Safeguards Policies" means the World Bank's operational policies and procedures set forth in the Association's Operational Manual under OP/BPs 4.01, 4.04, 4.09, 4.10, 4.11, 4.12, 4.36, 4.37, 7.50 and 7.60 published at World Bank Operational Policies.

Article II
Execution of Readiness Preparation Activities

2.01. Objectives and Description. The objective of the Grant is to assist Belize in carrying out Readiness Preparation activities, through a participatory and inclusive process, in order to strengthen their capacity to participate in future REDD+ carbon payment transactions.

(a) REDD+ Organization Framework, Consultation and Grievance Redress

(i) Establishing and operationalizing of: (A) a multi-stakeholder participatory platform for REDD+ implementation, and (B) a REDD+ coordination unit ("REDD+ Coordination Unit" or "R+CU") within MAFFESDI to coordinate the implementation of Readiness Preparation Activities;

(ii) Designing and carrying out of: (A) a communications and information dissemination strategy at the national level, and (B) the Stakeholder Consultation and Participation Plan at the national level; and

(iii) Designing and operationalizing or, if applicable, strengthening existing feedback, grievance and redress mechanisms to meet the needs of people who might be affected by REDD+.

(b) Preparation of REDD+ Strategy

(i) Identifying and analyzing the main direct and indirect causes of deforestation and forest degradation in the Recipient's territory;

(ii) Assessing land tenure, natural resource rights and land use patterns as part of the Recipient's integrated planning framework for land and resource management with a particular focus on Indigenous Peoples, both at the local and national level;

(iii) Designing of: (A) effective strategic options for REDD+, including the mainstreaming of REDD+ into different sectors of the economy; and (B) an implementation framework for REDD+;
(iv) (A) Preparing a SESA Work Plan and carrying out SESA in accordance with the terms of such Work Plan, including diagnostic studies to assess the key risks of the strategic options under (b)(iii) above; and

(B) Preparing an ESMF, including, if applicable, an Indigenous Planning Peoples Framework ("IPPF"), a Resettlement Policy Framework ("RPF") and a Process Framework ("RP"), all in accordance with the World Bank’s Safeguards Policies.

(c) Development of a National Forest Reference Emission Level and a Forest Reference Level

Designing a national reference emissions level and reference level for the forest sector in the Recipient’s territory through (i) designing and establishing a reference scenario model; and (ii) developing reference models.

(d) Design of National Forest Monitoring and Safeguards Systems

Designing and implementing at the national level: (A) a forest monitoring system for the measuring, reporting, and verification (MRV) of greenhouse gases emission reductions; and (B) an information system for non-carbon benefits from REDD+ activities, safeguards and governance in relation to REDD+.

(e) Design of Monitoring and Evaluation Framework

Designing and implementing a framework to monitor and evaluate the Readiness Preparation Activities under subsections (a) through (e) of this Section 2.01.

2.02. Execution Generally. The Recipient declares its commitment to the objectives of the Readiness Preparation Activities. To this end, the Recipient shall carry out the Readiness Preparation Activities through MAFFESDI and with the fiduciary assistance of PACT, in accordance with the provisions of (a) Article II of the Standard Conditions, (b) 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") and (c) this Article II.

2.03 Institutional and Other Arrangements

Without limitation upon the provision of Section 2.02 of this Agreement, the Recipient, through MAFFESDI, shall:

(a) Establish and maintain, throughout the period of implementation of the Readiness Preparation Activities, the R+CU within MAFFESDI, with assigned staff and resources in adequate number and qualifications acceptable to the World Bank, in order to carry out the daily management and technical coordination, financial management, procurement, monitoring and evaluation of the Readiness Preparation Activities, as further set forth in the OM; and

(b) Carry out the Readiness Preparation Activities in accordance with administrative, accounting, auditing, reporting, financial, and disbursement procedures acceptable to the World Bank, including all pertinent standard documents and model contracts in relation thereto.
(c) Ensure that all terms of reference for any technical assistance or studies carried out under the Readiness Preparation Activities and frameworks prepared on the basis of the SESA under the Readiness Preparation Activities pursuant to Section 2.01 of this Agreement are consistent with the World Bank’s Safeguard Policies, as well as the Recipient’s own laws relating to the environment and social aspects.

2.04. **Subsidiary Agreement**

(a) To facilitate the carrying out of the fiduciary functions under the Grant, the Recipient shall make the proceeds of the Grant available to PACT under a subsidiary agreement ("Subsidiary Agreement"), under terms and conditions approved by the World Bank, which shall include the following obligations of PACT:

(i) to perform in accordance with the provisions of the Subsidiary Agreement all of the obligations of PACT therein set forth, to 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, and, except as the World Bank shall otherwise agree, not to assign, amend, abrogate, terminate, waive or fail to enforce the Subsidiary Agreement or any of its provisions;

(ii) to carry out the fiduciary functions of the Project with due diligence and efficiency and in conformity with appropriate administrative, technical, economic, financial and environmental practices;

(iii) to take all action, including the provision of funds, facilities, services and other resources, necessary or appropriate for the carrying out of the fiduciary functions of the Grant;

(iv) to carry out the fiduciary functions of the Grant in accordance with the provisions of this Agreement, in accordance with the Anti-Corruption Guidelines, the Consultant Guidelines and Procurement Guidelines and the Procurement Plan, and in accordance with the procedures set forth in the OM, and to ensure that the OM is not amended, suspended, abrogated, repealed and that no provision of the OM is waived, without prior approval of the World Bank;

(v) not to take or permit to be taken any action which would prevent or interfere with the carrying out of the Project;

(vi) to maintain appropriate PACT staff at the R+CU, throughout the duration of the Readiness Preparation Activities, with resources, terms of reference and qualifications and scope of responsibilities satisfactory to the World Bank;

(vii) to fully collaborate with the Recipient in order to permit timely compliance with the obligations set forth in Section 2.06 of this Agreement, including PACT’s obligation to:

(A) 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 its operations and financial condition, including the operations, resources and expenditures related to the Readiness Preparation Activities;
(B) have such financial statements audited annually by independent auditors acceptable to the World Bank, and promptly furnish the statements as so audited to the Recipient and the World Bank and make them publicly available in a timely fashion and in a manner acceptable to the World Bank; and

(C) prepare and furnish to the Recipient and the World Bank all such information as the Recipient and the World Bank shall reasonably request relating to the foregoing;

(viii) to exchange views with the Recipient and the World Bank with regard to the progress of the Readiness Preparation Activities and the performance of its obligations under the Subsidiary Agreement; and

(ix) promptly inform the Recipient and the World Bank of any condition which interferes or threatens to interfere with the progress of the Readiness Preparation Activities, or the performance of its obligations under the Subsidiary Agreement.

(b) 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.

2.05. **Mid-term Progress Report and Completion Report.** The Recipient, through MAFFESDI, shall prepare a mid-term progress report on the Readiness Preparation activities in accordance with terms of reference acceptable to the World Bank, including the provisions of Section 6.3(b) of the Charter and Resolutions PC/7/2010/3 and PC/12/2012/2. The Recipient shall also prepare a Completion Report in accordance with the provision of Section 2.06(b)(ii) of the Standard Conditions. The mid-term progress report shall be furnished to the World Bank no later than eighteen months of Effective Date. The Completion Report shall be furnished to the World Bank not later than six months after the Closing Date.

2.06. **Financial Management**

(a) The Recipient, through PACT, shall ensure that a financial management system is maintained in accordance with the provisions of Section 2.07 of the Standard Conditions.

(b) The Recipient, through PACT, shall ensure that interim unaudited financial reports for the Readiness Preparation Activities 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.

(c) The Recipient shall cause PACT to have its Financial Statements for the Readiness Preparation Activities 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.

2.07. **Procurement**
(a) **General.** All goods, works, non-consulting services and consultants’ services required for the Readiness Preparation Activities 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:

(i) Section I of the “Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” dated January 2011 and revised in July 2014 (“Procurement Guidelines”), in the case of goods, works and non-consulting services;

(ii) Sections I and IV of the “Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” dated January 2011 and revised in July 2014 (“Consultant Guidelines”) in the case of consultants’ services; and

(iii) the provisions of this Section, as the same shall be elaborated in the procurement plan prepared and updated from time to time by the Recipient for the Readiness Preparation Activities in accordance with [paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines (“Procurement Plan”).

(b) **Definitions.** The capitalized terms used in the following paragraphs of 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.

(c) **Particular Methods of Procurement of Goods Works and Non-consulting Services**

(i) Except as otherwise provided in sub-paragraph (ii) below, goods, works and non-consulting services shall be procured under contracts awarded on the basis of International Competitive Bidding.

(ii) The following methods, other than International Competitive Bidding, may be used for procurement of goods, works and non-consulting services for those contracts specified in the Procurement Plan: (A) Limited International Bidding; (B) National Competitive Bidding; (C) Shopping; (D) procurement under Framework Agreements in accordance with procedures which have been found acceptable to the World Bank; (E) Direct Contracting; (F) Force Account; (G) Well-established Private Sector Procurement Methods or Commercial Practices which have been found acceptable to the World Bank; (H) Procurement under Public Private Partnership Arrangements in accordance with procedures which have been found acceptable to the World Bank; and (I) Community Participation procedures which have been found acceptable to the World Bank.

(d) **Particular Methods of Procurement of Consultants’ Services**

(i) Except as otherwise provided in item (ii) below, consultants’ services shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection.

(ii) The following methods may be used for the 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) Well-established Private Sector Procurement Methods or Commercial Practices which have been found acceptable to the World Bank; (G) Selection of consultants under Indefinite Delivery Contract or Price Agreement; (H) Selection of Individual Consultants; and (I) Single-source procedures for the Selection of Individual Consultants.

(e) **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.

### Article III

**Withdrawal of Proceeds**

3.01. **Eligible Expenditures.** 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 following table. The 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, Consultants’ Services, non-consulting Services, Workshops and Training, and Operating Costs</td>
<td>3,800,000</td>
<td>100%</td>
</tr>
</tbody>
</table>

For the purpose of Section 3.01, (i) the term “Workshops and Training” means the costs associated with training and workshop participation of personnel involved in the implementation of the Readiness Preparation Activities including travel and subsistence costs for training and workshop participants, costs associated with securing the services of trainers and workshop speakers, rental of training and workshop facilities, preparation and reproduction of training and workshop materials, and other costs directly related to training courses and workshop preparation and implementation; and (ii) the term “Operating Costs” means the operating costs incurred on account of the implementation of the Readiness Preparation Activities including office supplies and consumables, utilities, communications, mass media and printing services, vehicle rental, operation and maintenance, charges for the opening and operation of bank accounts required for the Readiness Preparation Activities, and travel, lodging and per diems, but excluding salaries of officials of the Recipient’s civil service.

3.02. **Withdrawal Conditions.** Notwithstanding the provisions of Section 3.01 of this Agreement, no withdrawal shall be made for payments made prior to the date of this Agreement, except that withdrawals up to an aggregate amount not to exceed seven hundred sixty thousand
Unites States dollars (US$ 760,000) may be made for payments made prior to this date but in no case earlier than April 30, 2015, for Eligible Expenditures.

Notwithstanding the provisions of Section 3.01 of this Agreement, no withdrawal shall be made for payments made prior to the date of countsignature of this Agreement by the Recipient.

3.03. **Withdrawal Period.** The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is December 31, 2020.

**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 PACT of its obligations under the Subsidiary Agreement.

(b) PACT has failed to perform any of its obligations under the Subsidiary Agreement.

(c) The World Bank has declared PACT ineligible to receive proceeds of any financing made by the World Bank, or otherwise to participate in the preparation or implementation of any project financed in whole or in part by the World Bank (including as administrator of funds provided by another financier), as a result of: (i) a determination by the World Bank that PACT has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of any financing made by the World Bank; and/or (ii) a declaration by another financier that PACT is ineligible to receive proceeds of financings made by such financier or otherwise to participate in the preparation or implementation of any project financed in whole or in part by such financier as a result of a determination by such financier that PACT has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of a financing made by such financier.

(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 PACT will be able to perform its obligations under the Subsidiary Agreement.

(e) The Protected Areas Conservation Trust Act has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely, in the opinion of the World Bank, the ability of PACT to perform any of its obligations under the Subsidiary Agreement.

(f) The World Bank has determined after the Effective Date referred to in Section 5.03 of this Agreement that prior to such date but after the date of this Agreement, an event has occurred which would have entitled the World Bank to suspend the Recipient's right to make withdrawals from the Grant Account if this Agreement had been effective on the date such event occurred.

**Article V**

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

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

(b) The Subsidiary Agreement has been executed on behalf of the Recipient and PACT.

(c) An Operational Manual, in form and substance satisfactory to the World Bank, has been adopted by the Recipient and PACT.

5.02. As part of the evidence to be furnished pursuant to Section 5.01(a) and (b), there shall be furnished to the World Bank an opinion or opinions satisfactory to the World Bank of counsel acceptable to the World Bank or, if the World Bank so requests, a certificate satisfactory to the World Bank of a competent official of the Recipient, showing the following matters:

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

(b) on behalf of the Recipient and PACT, that the Subsidiary Agreement has been duly authorized or ratified by the Recipient and PACT, and executed and delivered on behalf of each such party 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. *Termination for Failure to Become Effective.* This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date ninety (90) days after the date of this Agreement (the "Effectiveness Deadline"), 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. The World Bank shall promptly notify the Recipient of such later date.

**Article VI**

**Recipient’s Representative; Addresses**

6.01. *Recipient’s Representative.* The Recipient’s Representative referred to in Section 7.02 of the Standard Conditions is its Minister of Finance and Natural Resources.

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

Ministry of Finance
6.03 **World Bank's Address.** 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