September 23, 2010

H. E. Louis-Paul Motazé
Minister of Economy, Planning and Regional Development
Ministry of Economy, Planning and Regional Development
Yaoundé
Republic of Cameroon

Re: Global Environment Facility (GEF)
Republic of Cameroon CBSP-Conservation and Sustainable Use
of the Ngoyla Mintom Forest
GEF-PPG Number TF097562

Excellency:

I am writing on behalf of the International Bank for Reconstruction and Development (the Bank), acting as Implementing Agency of the Global Environment Facility (GEF), to indicate the Bank’s agreement to make a grant in an amount not exceeding seventy six thousand seven hundred US Dollars ($76,700) (the Grant) to the Republic of Cameroon (the Recipient).

The Grant is made in response to the Recipient’s request for financial assistance and for the purposes and on the terms and conditions set forth in the Annex to this Letter Agreement. The Recipient hereby confirms its request that the Bank carry out the activities described in paragraph 1 of the Annex to this Letter Agreement, and represents that it is authorized to contract the Grant for the said purposes and on the said terms and conditions.

The provision of the Grant does not constitute or imply any commitment on the part of the Bank, as GEF Implementing Agency or in its own capacity, or the International Development Association, to assist in financing any project which will result from the activities financed by the Grant.

Please note that it is the Bank’s policy to make publicly available this Letter Agreement and any information related thereto, after this Letter Agreement has become effective and the Recipient has given its consent to such disclosure. The Recipient, by countersigning this Letter Agreement, confirms its consent to such disclosure.
Please confirm your agreement with the foregoing, on behalf of the Recipient, by signing, dating, and returning to us the enclosed copy of this Letter Agreement. Upon receipt by the Bank of the copy of this Letter Agreement countersigned by you, this Letter Agreement will become effective as of the date of the countersignature.

Very truly yours,

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

By /s/Mary Barton-Dock
Country Director for Cameroon
Africa Region

AGREED:
REPUBLIC OF CAMEROON

By /s/ Louis-Paul Motazé
Title: Minister of Economy, Planning and Regional Development
Date: December 9, 2010
ANNEX

Purposes, Terms and Conditions of the Grant

I. The purposes of the Grant are to assist in the preparation of the Cameroon: CBSP Conservation and Sustainable Use of the Ngoyla Mintom Forest Project for the Recipient, which has as main objective to promote the sustainable development of the Ngoyla-Mintom forest block, while safeguarding its global environmental values (the Project). The activities (the Activities) for which the Grant is given are as follows:

I. Technical Studies

Carrying out of technical studies needed for project development and aimed at identifying relevant indicators for verifying achievement of project objectives, collection and analysis of baseline information, and compilation and systematization of baseline data. The studies to be conducted include:

(a) (i) Definition of a biodiversity and ecological integrity measurement and monitoring methodology and work plan for the Ngoyla Mintom forest block, through expert inputs on adaptation of existing methodologies and utilization of new and existing biodiversity and ecosystem assessments in the area, as well as on-going or planned comparable activities with large potential impacts on biodiversity measurement/monitoring issues; (ii) Identification of capacity needs and proposal of a framework for technical coordination between national and local institutions with clear roles and responsibilities.

(b) Biological and geographic baseline studies involving: (i) initial mapping of the Ngoyla-Mintom forest area; (ii) establishment of human encroachment through analysis of recent satellite images; (iii) basic ground surveys and/or bibliographic research of flora, fauna and hydrological data; and (iv) an aerial and/or ground survey of wildlife populations to assess initial conditions and determine the bio-indicator species baseline.

(c) Designing an integrated knowledge management and M&E system for the overall Project, including definition of key Monitoring and Evaluation (M&E) indicators and system parameters of and preparing a draft M&E manual.

II. Environmental and Social Management

Carry out the Project’s social and environmental assessments: (i) The environmental assessment (EA) will focus on criteria and procedures to mainstream biodiversity conservation in land-use planning; (ii) The social assessment (SA) will include a comprehensive analysis of issues such as land tenure and uses in each region, as well as identification of Project.

III. Consultation Process

Carry out consultations with key stakeholders on all aspects of the project design to ensure effective design, validate expected project impacts, reduce social risks, build stakeholder
awareness and capacity, and identify further awareness-raising needs. Recommendations will be made regarding tools and mechanisms for full stakeholder participation, including in the protected area zoning, and a detailed communication and outreach strategy developed.

2. The Grant shall be used to finance consultants’ services required for the Activities, including:
   (a) remuneration, per diem and other allowances;
   (b) travel expenses; and
   (c) out-of-pocket expenses, including communications and reports, incurred by the Consultants.

3. The Bank shall carry out the Activities on behalf of the Recipient. The Recipient shall cooperate with the Bank to the extent necessary to permit the Bank to carry out the Activities promptly and effectively, and to evaluate the results of the Activities. The Recipient shall indemnify the Bank against any costs or liabilities incurred by the Bank as a result of claims against the Bank in connection with the Activities, except those resulting from the gross negligence or willful misconduct of its staff or external consultants.

4. It is expected that the Activities will be completed by February 28, 2011 or such later date as the Bank may establish by notice to the Recipient (the Closing Date). After the Closing Date, the Bank may at any time cancel the remaining balance of the Grant.

5. The engagement and supervision of the consultants (the Consultants) required to assist in the carrying out of the Activities shall be the responsibility solely of the Bank and shall be done according to the Bank’s applicable procedures.

6. The Recipient shall be responsible for the payment of any taxes levied by, or in the territory of, the Republic of Cameroon on the Consultants or any of the Consultants’ personnel (other than nationals or permanent residents thereof) in connection with the Activities.

7. The Recipient may at any time request the Bank in writing to terminate the Activities. Whether or not the Recipient has made such a request, the Bank may at any time suspend or, after consultation with the Recipient, terminate the right of the Recipient to receive Grant funds for the Activities if any of the following events has occurred and is continuing: (a) the Recipient has failed to perform any of its obligations under this Letter Agreement; or (b) the right of the Recipient, or any other entity to which the Bank has made a loan with the guarantee of the Republic of Cameroon, to make withdrawals under any loan agreement with the Bank or any development credit, grant or financing agreement with the International Development Association has been suspended; or (c) the Bank has decided, at any time after consultation with the Recipient, to withdraw its support to the Project; or (d) the Recipient has withdrawn its request for the Bank’s assistance in the financing of the Project.
8. The Bank is not an agent of, or trustee for, the Recipient and shall not have any fiduciary relationship with the Recipient. The Recipient shall have no right to any portion of the Grant that is not expended by the Bank pursuant to this Letter Agreement.