Global Environment Facility
Grant Agreement
(Sustainable Landscape Management Project under the SAWAP)
between

ISLAMIC REPUBLIC OF MAURITANIA

and

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

Dated September 18, 2015
GEF TF GRANT NUMBER TF0A0663

GLOBAL ENVIRONMENT FACILITY
GRANT AGREEMENT

AGREEMENT dated \underline{September} 18, 2015, entered into between:

ISLAMIC REPUBLIC OF MAURITANIA ("Recipient"); and

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
("World Bank"), acting as an implementing agency of the Global Environment Facility
("GEF").

The Recipient and the World Bank hereby agree as follows:

Article I
Standard Conditions; Definitions

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

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 objective of the project described in
Schedule 1 to this Agreement ("Project"). To this end, the Recipient shall carry out
the Project through the Directorate of Nature Protection within the Recipient’s
ministry in charge of environment and sustainable development 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 four million eight hundred ten thousand United States Dollars ($4,810,000) ("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. The Additional Conditions of Effectiveness consist of the following:

(a) The Recipient has established the Project Management Unit.

(b) The Recipient has established three (3) RCU(s).

(c) The Recipient has adopted the Project Manuals in accordance with the provisions of Section I.B of Schedule 2 to this Agreement.

(d) The Recipient has established the National Steering Committee in accordance with the provisions of Section I.A of Schedule 2 to this Agreement.

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 5.01 of this Agreement ("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 has ceased to exist.

4.03. 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, 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 its Minister responsible for economy.

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

Ministry of Economic Affairs and Development
BP 238
Nouakchott
Mauritania

Facsimile:

222-45-25-33-35

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

Cable: INTBAFRAD
Telex: 248423 (MCI) or 64145 (MCI)
Facsimile: 1-202-477-6391
AGREED at Nouakchott, Mauritania, as of the day and year first above written.

ISLAMIC REPUBLIC OF MAURITANIA

By

[Signature]

Authorized Representative

Name: SID MAMED RAJS

Title: ______________________

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

By

[Signature]

Authorized Representative

Name: GUSTON SOJBO

Title: ______________________
SCHEDULE 1
Project Description

The objective of the Project is to strengthen sustainable landscape management in targeted productive ecosystems in the Recipient’s territory.

The Project consists of the following parts:

Part A: Sustainable Landscape Management Knowledge, Governance and Partnerships

Enhancing knowledge, governance and partnerships among stakeholders involved in sustainable landscape management in general and specifically, in the gum arabic value chain through:

1. Carrying out a program of activities, including: (a) the provision of institutional and capacity support to relevant national and local governmental agencies, including training in best practices of Gum Arabic tree seed selection and conservation, gum harvest and storage methodologies; (b) the provision of technical support to the Recipient’s ministry responsible for environment and sustainable development in developing governance tools, comprising: (i) environmental and social impact assessment guidelines for investment projects in the field of production and processing of gum arabic; (ii) best practices for forest preservation and regeneration; and (iii) awareness raising activities on social and environmental requirements; and (c) knowledge sharing activities, including: (i) regional exchanges among targeted local sustainable landscape management associations; (ii) workshops and outreach activities involving national and international stakeholder networks; and (iii) the preparation of knowledge sharing products to reach out a larger audience and make the knowledge accessible.

2. Strengthening the ecosystem monitoring capacity of the Recipient through: (a) the establishment of a monitoring system to assess the impact of various sustainable landscape management practices; (b) the carrying out of monitoring training sessions to local government representatives, decentralized technical services and communities; (c) the provision of support to a more in-depth assessment of the geographic distribution of Gum Arabic producing ecosystems and the potential for future up-scaling of regeneration practices in terms of water availability, through the development of a GIS-based Gum Arabic landscape monitoring tool; and (d) the acquisition of necessary materials, equipment and vehicles, aimed at facilitating the operationalization of the monitoring system and the Project activities.

3. Enabling the development of a sustainable Gum Arabic value chain, including: (a) an analysis of the socio-economic status of said value chain; (b) the review of the relevant policy, legislative, regulatory and financial frameworks to identify opportunities for reform; (c) two multi-stakeholder discussion platform events for Gum Arabic growers, harvesters, traders, staff of the Recipient and civil society organizations involved in the
sector; and (d) training of Gum Arabic producers to better manage their enterprises and develop entrepreneurial associations.

**Part B. Sustainable Landscape Management Practice**

Carrying out a program of activities to promote and evaluate various sustainable landscape management practices aimed at recovering degraded Gum Arabic ecosystems, including:

1. Provision of Subgrants to support sustainable landscape management through two types of Community Beneficiary Subprojects:

   (a) participatory sustainable landscape management investments in selected land parcels which support the regeneration of degraded Gum Arabic producing ecosystems including, *inter alia*: (i) exploitation control; (ii) regeneration of tree species; (iii) enrichment and revegetation; (iv) soil and water conservation practices; and (v) bush-fire control and prevention measures; and

   (b) immediate local community support investments in: (i) enhancement of vegetable gardening; (ii) improvement of watering facilities; (iii) provision of improved fuel stoves and/or gas burners and solar energy equipment; (iv) establishment of local community shops to sell natural products; and (v) support to income generating activities such as dairy, fish farming and beekeeping.

2. Integrating sustainable landscape management practices in local development planning through the development of sub-regional/local development plans in a number of communes in the regions of Trarza, Brakna and Gorgol.

**Part C. Project Management**

Carrying out a program of activities to support Project management and implementation, and the monitoring and evaluation of the Project progress through the provision of Training and Operating Costs.
SCHEDULE 2

Project Execution

Section I. Institutional and Other Arrangements

A. Institutional Arrangements

1. National Steering Committee

   (a) The Recipient shall establish and maintain, at all times during Project implementation of the Project, a national steering committee with mandate, composition and resources satisfactory to the World Bank ("National Steering Committee").

   (b) Without limitation upon the provisions of paragraph (a) immediately above, the National Steering Committee shall comprise: (i) representatives of the Recipient’s ministries, at the time, responsible for: environment and sustainable development; economic affairs and development; agriculture, livestock, interior and decentralization; (ii) the director of the National Agency of the Great Green Wall Initiative; and (iii) representatives of: the civil society and local communities; the association of mayors of the Recipient’s territory and representatives of Trarza, Brakna and Gorgol; and private sector representatives.

   (c) The National Steering Committee shall meet every six (6) months and shall be responsible for Project oversight, including: (i) providing policy guidance; (ii) reviewing and approving the proposed Project Annual Work Plans and Budgets; (iii) overseeing Project performance; and (iv) ensuring a uniform understanding of Project activities by the stakeholders.

2. Project Management Unit

   (a) The Recipient shall maintain, at all times during Project implementation, the Project Management Unit ("PMU") with mandate, composition and resources satisfactory to the World Bank, to be responsible for the day-to-day Project management and coordination, including the carrying out of Project financial management and procurement and the monitoring of Project’s activities.

   (b) Without limitation upon the provisions of paragraph (a) immediately above, the PMU shall, at all times during Project implementation, comprise in addition to a Project coordinator, a natural resource management and biodiversity specialist to also act as Deputy Coordinator; a communication and gender specialist, an environmental and social safeguard specialist, a monitoring and evaluation specialist, a procurement
specialist, and a financial management specialist; all with qualifications, experience and terms of reference satisfactory to the World Bank.

3. Regional Coordination Unit

(a) The Recipient shall maintain, at all times during Project implementation, three Regional Coordination Units (“RCU”) with mandate, composition and resources satisfactory to the World Bank, to represent the PMU at the regional level and coordinate all activities in the field, and be responsible for: (i) the support and supervision of coordination of local investments; (ii) oversee the preparation of community and municipal plans; and (iii) data collection for the Project M&E system.

(b) Without limitation upon the provisions of paragraph (a) immediately above, the RCU shall, at all times during Project implementation, comprise decentralized staff, including a delegate of the Recipient’s ministry responsible for environment and sustainable development and an administrative assistant to be hired by the Project. The RCU shall report to the PMU and work in close collaboration with the hakims and the mayors of communes located within the Project intervention areas.

B. Project Manuals

1. The Recipient shall prepare and adopt: (a) an implementation manual for the Project, setting forth, inter alia, the detailed arrangements and procedures for: (i) institutional coordination and day-to-day execution of the Project; (ii) disbursement and financial management; (iii) procurement; (iv) eligibility criteria for Subgrants and conditions to be included in Subgrant Agreements; and (v) environmental and social safeguards management by reference to the Safeguards Instruments; and (b) a Project Monitoring and Evaluation Manual, setting forth, inter alia, monitoring procedures and tools, evaluation and reporting requirements.

2. The Recipient carry out the Project in accordance with the Project Manuals, and except as the World Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the Project Implementation Manual, or any provision thereof.

3. In the event of any conflict between the provisions of the Project Manuals and those of this Agreement, the provisions of this Agreement shall prevail.

C. Annual Work Plans and Budgets

1. Not later than December 15 in each calendar year (or one month after the Effective Date for the first year of Project implementation), the Recipient shall prepare and
furnish to the World Bank a draft annual work plan and budget for the Project for the subsequent calendar year of Project implementation, of such scope and detail as the World Bank shall have reasonably requested.

2. The Recipient shall afford the World Bank a reasonable opportunity to review such draft annual work plan and budget, and thereafter shall carry out such annual work plan and budget during such subsequent calendar year as shall have been approved by the World Bank ("Annual Work Plan and Budget"). Only those activities included in the draft annual work plan and budget shall be eligible for financing out of the proceeds of the Grant.

3. For any training proposed to be included in an Annual Work Plan and Budget, the Recipient shall, inter alia, identify: (a) particulars of the training envisaged; (b) the criteria for selection of the personnel to be trained, and such personnel if known; (c) the selection method of the institution or individuals conducting such training; (d) the institution conducting such training if identified; (e) the purpose and justification for such training; (f) the location and duration of the proposed training; and (g) the estimate of the cost of such training.

4. Annual Work Plans and Budgets may be revised as needed during Project implementation subject to the World Bank’s prior written approval.

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. Safeguards

1. The Recipient shall ensure that the Project is carried out in accordance with the relevant Safeguard Instruments, and to that end, if any activity included in an Annual Work Plan and Budget would, pursuant to the Safeguard Instruments require the adoption of any Supplemental Social and Environmental Safeguard Instrument, the Recipient shall:

   (a) prepare or update: (i) such Supplemental Social and Environmental Safeguard Instrument; (ii) furnish such Supplemental Social and Environmental Safeguard Instrument to the World Bank for review and approval; and (iii) thereafter adopt such Supplemental Social and Environmental Safeguard Instrument, prior to implementation of the activity; and
(b) thereafter take such measures as shall be necessary or appropriate to ensure compliance with the requirements of such Supplemental Social and Environmental Safeguard Instrument.

2. If any activity under the Project would involve Affected Persons, ensure that no displacement (including restriction of access to legally designated parks and protected areas) shall occur before resettlement measures under the RAP, including, in the case of displacement, full payment to Affected Persons of compensation and of other assistance required for relocation, have been taken.

3. Without limitation upon its other reporting obligations under this Agreement, the Recipient shall, for each Supplemental Social and Environmental Safeguard Instrument, regularly collect, compile and submit to the World Bank on a semi-annual basis, reports, in form and substance satisfactory to the World Bank, on the status of compliance with the Safeguard Instruments, giving details of:

(a) measures taken in furtherance of such Supplemental Social and Environmental Safeguard Instrument;

(b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of such Supplemental Social and Environmental Safeguard Instrument; and

(c) remedial measures taken or required to be taken to address such conditions.

4. The Recipient shall afford the World Bank a reasonable opportunity to review the reports prepared under paragraph (3) immediately above, and thereafter shall carry out or cause to be carried out, with due diligence, all remedial measures agreed with the World Bank so as to ensure the proper implementation of the Project in accordance with the Safeguard Instruments.

F. Subgrants

1. The Recipient shall, through the PMU, make Subgrants available to Community Beneficiaries to finance Community Beneficiary Subprojects for sustainable landscape management, under Part B of the Project.

2. The Recipient, shall, through the PMU, under Subgrant Agreements, make such Subgrants available to Community Beneficiaries, each to be entered into between the PMU (on behalf of the Recipient) and the respective Community Beneficiary.

3. Community Beneficiary Subprojects shall be selected in accordance with eligibility criteria and selection procedures acceptable to the World Bank, as reflected in the Project Implementation Manual.
4. The Recipient shall ensure that each such Subgrant Agreement under the Project shall comply the terms and guidelines of the Project Implementation Manual and with the Safeguards Instruments.

5. Each Subgrant Agreement shall include the following terms and conditions and other such conditions as may be specified in the Project Implementation Manual.

   (a) The Subgrant shall be provided on a non-reimbursable grant basis;

   (b) the Recipient shall, through the PMU, require each Community Beneficiary to: (i) carry out its Community Beneficiary Sub-project with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the World Bank; (ii) procure the goods, works and services to be financed out of the Subgrant in accordance with the provisions of this Agreement; (iii) enable the Recipient and the World Bank to inspect the Community Beneficiary Sub-project, its operation and any relevant records and documents; and (iv) prepare and furnish to the Recipient and the World Bank all such information as the Recipient or the World Bank shall reasonably request relating to the foregoing;

   (c) no proposed Community Beneficiary Subproject shall be eligible for financing Subgrant unless the Recipient shall have determined on the basis of an appraisal carried out in accordance with guidelines acceptable to the World Bank and elaborated in the Project Implementation Manual, that if, one or more Safeguard Instruments for the Community Beneficiary Sub-project are required, such Safeguard Instrument(s) have been prepared and approved by the World Bank in accordance with the provisions of Section I.E. of Schedule 2 to this Agreement prior to commencement of the activities covered by the Safeguard Instrument; and

   (d) the Recipient shall, through the PMU, exercise its rights under each Subgrant Agreement in such manner as to protect the interests of the Recipient and the World Bank and to accomplish the purposes of the Financing. Except as the World Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive any Subgrant Agreement or any of its provisions.

**Section II. Project Monitoring, Reporting and Evaluation**

**A. Project Reports; Completion Report**

1. The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 2.06 of the Standard Conditions and on the basis of indicators acceptable to the World Bank. Each
Project Report shall cover the period of one calendar semester, and shall be furnished to the World Bank not later than forty-five (45) 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 (6) months after the Closing Date.

B. Financial Management; Financial Reports; Audits

1. The Recipient shall ensure that a financial management system is maintained in accordance with the provisions of Section 2.07 of the Standard Conditions.

2. The Recipient shall ensure that interim unaudited financial reports for the Project are prepared and furnished to the World Bank not later than forty-five (45) days after the end of each calendar semester, covering the semester, in form and substance satisfactory to the World Bank.

3. The Recipient shall have its Financial Statements for the Project audited in accordance with the provisions of Section 2.07 (b) of the Standard Conditions. Each audit of the Financial Statements shall cover the period of one (1) fiscal year of the Recipient. The audited Financial Statements for each such period shall be furnished to the World Bank not later than six (6) months after the end of such period.

4. The Recipient shall, not later than six (6) months after the Effective Date recruit an external auditor, with qualifications and experience acceptable to the World Bank, in accordance with Section III. C of Schedule 2 to this Agreement.

5. The Recipient shall, not later than four (4) months after the Effective Date, recruit an internal auditor, with qualifications and experience acceptable to the World Bank, in accordance with Section III.C of Schedule 2 to this Agreement.

6. The Recipient shall, not later than two (2) months after the Effective Date, acquire, install and, at all times during Project implementation, maintain an accounting system acceptable to the World Bank.

7. The Recipient shall, not later than one (1) month after the Effective Date, recruit an accountant with qualifications and experience acceptable to the World Bank.
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) Limited International Bidding; (b) National Competitive Bidding, subject to the following additional provisions in paragraph (3) below; (c) Shopping; (d) Direct Contracting; and (e) Community Participation procedures which have been found acceptable to the World Bank.
3. Additional Provisions for National Competitive Bidding (NCB). The additional Provisions for National Competitive Bidding are as follows:

(a) bidding documents acceptable to the World Bank shall be used;

(b) eligibility to participate in a procurement process and to be awarded a World Bank-financed contract shall be as defined under Section I of the Procurement Guidelines; accordingly, no bidder or potential bidder shall be declared ineligible for contracts financed by the World Bank for reasons other than those provided in Section I of the Procurement Guidelines. Foreign bidders shall be allowed to participate in NCB procedures, and foreign bidders shall not be obligated to partner with local bidders in order to participate in a procurement process;

(c) bidding shall not be restricted to pre-registered firms, and foreign bidders shall not be required to be registered with local authorities as a prerequisite for submitting bids;

(d) no margins of preference of any sort (e.g., on the basis of bidder nationality, origin of goods, services or labor, and/or preferential programs) shall be applied in the bid evaluation;

(e) joint venture or consortium partners shall be jointly and severally liable for their obligations. Bidders shall be given at least thirty (30) days from the date of publication of the invitation to bid or the date of availability of the bidding documents, whichever is later, to prepare and submit bids. Bids shall be submitted in a single envelope;

(f) an extension of bid validity, if justified by exceptional circumstances, may be requested in writing from all bidders before the original bid validity expiration date, provided that such extension shall cover only the minimum period required to complete the evaluation and award a contract, but not to exceed thirty (30) days. No further extensions shall be requested without the prior written concurrence of the World Bank;

(g) all bids (or the sole bid if only one bid is received) shall not be rejected, the procurement process shall not be cancelled, and new bids shall not be solicited without the World Bank’s prior written concurrence;

(h) qualification criteria shall be applied on a pass or fail basis;

(i) bidders shall be given at least twenty-eight (28) days from the receipt of notification of award to submit performance securities;
(j) in accordance with the Procurement Guidelines, each bidding document and contract shall include provisions stating the World Bank's policy to sanction firms or individuals found to have engaged in fraud and corruption as set forth in the Procurement Guidelines;

(k) in accordance with the Procurement Guidelines, each bidding document and contract shall include provisions stating the World Bank's policy with respect to inspection and audit of accounts, records and other documents relating to the submission of bids and contract performance;

(l) evaluation committee should include two specialists in the matter at least and should never include any tender committee members.

C. Particular Methods of Procurement of Consultants' Services

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

2. Other Methods of Procurement of Consultants' Services. The following methods, other than Quality- and Cost-based Selection, may be used for procurement of consultants' services for those assignments which are specified in the Procurement Plan: (a) Quality-based Selection; (b) Selection under a Fixed Budget; (c) Least Cost Selection; (d) Selection based on Consultants' Qualifications; (e) Single-source Selection of consulting firms; (f) Selection of Individual Consultants; and (g) Single-source procedures for the Selection of Individual Consultants.

D. Review by the World Bank of Procurement Decisions

The Procurement Plan shall set forth those contracts which shall be subject to the World Bank's Prior Review. All other contracts shall be subject to Post Review by the World Bank. The Prior review by the National Commission Control of Public Procurement (Commission Nationale de Control des Marchés Publics) is not required for the contracts subject to the World Bank prior review as set in the Procurement Plan approved 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 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 under the Project</td>
<td>1,780,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Goods, works, non-consulting services for Subprojects under Part B.1 of the Project</td>
<td>3,030,000</td>
<td>100%</td>
</tr>
<tr>
<td><strong>TOTAL AMOUNT</strong></td>
<td><strong>4,810,000</strong></td>
<td></td>
</tr>
</tbody>
</table>

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section no withdrawal shall be made 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 January 31, 2021.
APPENDIX

Definitions

1. “Affected Persons” means any 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 “Affected Person” means any of the Affected Persons.

2. “Annual Work Plan and Budget” means each annual work plan, together with the related budget, for the Project approved by the World Bank pursuant to the provisions of Section I.C of Schedule 2 to this Agreement.

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

4. “Community Beneficiary” means a group or individual selected to be a recipient of a Subgrant under the Project for the purposes of carrying out a subproject according to the terms and conditions of Section I.F of Schedule 2 to this Agreement.

5. “Community Beneficiary Subprojects” means subprojects under Part 2 of the Project financed by Subgrants.

6. “CSOs” means civil society organizations.

7. “Directorate of Nature Protection” means the entity responsible for nature protection within the Recipient’s ministry in charge of environmental and sustainable development.

8. “Environmental and Social Impact Assessment” and “ESIA”, each means an assessment to be prepared by the Recipient, in accordance with the procedures and requirements under the ESMF and referred to in Section I.E. of Schedule 2 to this Agreement, defining the set of mitigation, enhancement, monitoring and institutional measures to be taken during Project implementation to eliminate any adverse environmental and social impacts, offset them, reduce them to acceptable levels, or to enhance positive impacts of the Project activity; and “ESIAs” means more than one such ESIA.

9. “Environmental and Social Management Framework” and “ESMF”, each means the Recipient’s framework, dated April 2015, disclosed in country on June 9, 2015, and at the World Bank’s InfoShop on June 9, 2015, in form and substance satisfactory to the World Bank, setting out modalities for environmental screening
and procedures for the preparation and implementation of ESIA and ESMPs, and such term includes all schedules and annexes to the ESMF; as such ESMF may be amended from time to time with the prior written approval of the World Bank.

10. “Environmental and Social Management Plan” and “ESMP”, each means a plan to be prepared by the Recipient, in accordance with the procedures and requirements under the ESMF and referred to in Section I.E. of Schedule 2 to this Agreement, defining: (a) the measures to be taken during the implementation of a particular activity to eliminate or offset adverse environmental or social impacts, or to reduce them to acceptable levels; and (b) the actions needed to implement these measures, as such ESMP may be amended from time to time with the prior written approval of the World Bank; and “ESMPs” means more than one such ESMP.

11. “GEF” and “Global Environmental Facility”, each means the trust fund established in 1991 by a resolution of the World Bank executive directors as a program to assist in the protection of the global environment and to promote environmentally sound and sustainable economic development.

12. “GIS” and “Geographic Information System”, each means a computerized system used to capture, store, manage, retrieve, analyze and display spatial information.


15. “National Agency of the Great Green Wall Initiative” means the national entity designated to support the implementation of the Great Green Wall for the Sahara and the Sahel Initiative in the Recipient’s territory.

16. “National Commission Control of Public Procurement” means Commission Nationale de Control des Marchés Publics, the Recipient’s commission responsible for public procurement control.

17. “National Steering Committee” means the committee referred to in Section 4.01 of this Agreement.

18. “NGOs” means non-governmental organizations.

19. “Operating Costs” means incremental recurrent expenditures incurred on account of Project implementation, including: local contractual support staff salaries; travel expenditures and other travel-related allowances; equipment rental and maintenance; vehicle operation (including fuel), maintenance and repair; office rental and maintenance, materials and supplies; and utilities, media information
campaigns and communications’ expenses, but excluding the salaries of the Recipient’s civil and public servants.

20. “Pest Management Plan” or “PMP” means the Recipient’s document entitled “Plan de Gestion des Pestes et Pesticides” dated June 2004, updated in February 2015 for the Project in accordance with Section I.E of Schedule 2 to this Agreement, disclosed in Country on June 4, 2015 and at the World Bank’s Infoshop on June 4, 2015, as may be amended from time to time with the prior written approval of the World Bank.

21. “PMU” and “Project Management Unit” means the unit to be established in the Recipient’s ministry responsible for environment and sustainable development as referred to in Section I.A.2 of Schedule 2 to this Agreement.

22. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated July 1, 2015 and referred to in paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs. All procurement plans should be published on Bank website according to the Guidelines. The approval of local committees tender (Commission Sectorielles de Passation de Marchés) and National Control Committee (CNCMP) and local advertisement shall not be required for the procurement plan approved by the Bank.


24. “Project Implementation Manual” means the manual referred to in Section I.B.2 of Schedule 2 to this Agreement as the same may be revised from time to time with the prior written consent of the World Bank.

25. “Project Monitoring and Evaluation Manual” or “PMEM” means the manual referred to in Sections I.B.1 and I.B.2 of Schedule 2 of this Agreement as the same may be revised from time to time with the prior written consent of the World Bank.

26. “RCU” and “Regional Coordination Unit”, each means each of the regional units to be established by the Recipient pursuant to in Section I.A.3 of Schedule 2 to this Agreement.

27. “Resettlement Action Plan” and “RAP”, each means a resettlement action plan to be prepared and implemented in accordance with the RPF and pursuant to provisions of Section I.E of Schedule 2 to this Agreement, defining, for a particular activity, a program of actions, measures and policies for compensation and resettlement of Affected Persons, including the magnitude of displacement, proposed compensation and resettlement arrangements, budget and cost estimates, and sources of funding, together with adequate institutional, monitoring and
reporting arrangements capable of ensuring proper implementation of, and regular feedback on compliance with, the RAP, as such plan may be revised from time to time with prior approval of the World Bank; and “RAPs” means more than one such RAP.

28. “Resettlement Policy Framework” or “RPF” means the Recipient’s framework, dated April 2015, disclosed in country on June 4, 2015, and at the World Bank’s Infoshop on June 4, 2015, setting forth the modalities for resettlement and compensation of Affected Persons under the Project and procedures for the preparation and implementation of RAPs, and such term includes all schedules and annexes to the RPF; as such RPF may be amended from time to time with the prior written approval of the World Bank.

29. “Safeguards Instruments” means the ESMF, the RPF, the PMP and any Supplemental Social and Environmental Safeguard Instruments.

30. “SAWAP” means the Sahel and West Africa Program in support to the Great Green Wall for the Sahara and the Sahel Initiative.

31. “Subgrant Agreements” means the agreement concluded between the PMU and the Subgrant Recipient for the purposes of carrying out the Community Beneficiary Subproject.

32. “Supplemental Social and Environmental Safeguard Instruments” means any ESMP, RAP, or other supplemental social and environmental safeguard instruments as required under the terms of any of the ESMF or RPF.

33. “Sustainable Landscape Management” and “SLM”, each means the use of land, forests and water resources, taking into account the needs of production and service functions of the ecosystem within the larger landscape.

34. “Training” means the training of persons under the Project, including through seminars, workshops, knowledge sharing activities and study tours, and covers the following costs associated with such activity: travel and subsistence costs for training participants, costs associated with securing the services of trainers, rental of training facilities, preparation and reproduction of training materials, and other costs directly related to training preparation and implementation.