Global Environment Facility
Grant Agreement

(Sustainable Management of Critical Wetlands Ecosystems Project)

between

GABONESE REPUBLIC

and

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

Dated April 9, 2014
GLOBAL ENVIRONMENT FACILITY
GRANT AGREEMENT

AGREEMENT dated 9, 2014, entered into between GABONESE REPUBLIC ("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 (as defined in the Appendix to this Agreement) 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 objectives of the project described in Schedule 1 to this Agreement ("Project"). To this end, the Recipient shall carry out, through the ministry in charge of environment, Parts C and D of the Project, and cause Parts A and B of the Project to be carried out by the ANPN ("Project Implementing Entity") in accordance with the provisions of Article II of the Standard Conditions, and with the Ramsar Handbooks for the Wise Use of Wetlands adopted by the Recipient, pursuant to the Convention on Wetlands.

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 seven
million five hundred twenty-one thousand United States Dollars ($7,521,000) ("Grant") to assist in financing the Project.

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

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

Article IV
Effectiveness; Termination

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

(a) The execution and delivery of this Agreement on behalf of the Recipient has been duly authorized or ratified by all necessary governmental 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 this Agreement, has undergone no material adverse change after such date.

(c) The Subsidiary Agreement referred to in Section I.A.3 of Schedule 2 to this Agreement has been executed on behalf of the Recipient and the Project Implementing Entity.

4.02. As part of the evidence to be furnished pursuant to Section 4.01(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 or, if the World Bank so requests, a certificate satisfactory to the World Bank of a competent official of the Member Country, 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) the Subsidiary Agreement referred to in Section 1.A.3 of Schedule 2 to this 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.

4.03. 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 4.01 ("Effective Date"). If, before the Effective Date, any event has occurred which would have entitled the World Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if this Agreement had been effective, the World Bank may postpone the dispatch of the notice referred to in this Section until such event (or events) has (or have) ceased to exist.

4.04. 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 one hundred and twenty (120) 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 and prospective.

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

Ministry of Economy and Prospective
Libreville
Gabonese Republic

Facsimile:
+241-(0)7 9 55 27

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 Washington, D.C., United States of America, as of the day and year first above written.

GABONESE REPUBLIC

By [Signature]
Authorized Representative

Name: [Signature]
Title: [Signature]

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

By [Signature]
Authorized Representative

Name: [Signature]
Title: [Signature]
SCHEDULE 1

Project Description

The objective of the Project is to enhance protection of biodiversity in selected forested wetlands on the Ramsar List through knowledge creation and development of conservation measures for sustainable wetlands management.

The Project consists of the following parts:

Part A: Generating Knowledge and Monitoring Selected Critical Wetland Ecosystems

1. Carrying out research activities for Selected Ramsar Sites including: (a) diagnostic studies; (b) economic valuation of services delivered by wetlands ecosystems; and (c) research on traditional uses of natural resources.

2. Developing and implementing an appropriate monitoring system for Selected Ramsar Sites, including carrying out an evaluation of the Recipient's existing environmental monitoring capacity.

Part B: Support for sustainable Management of Selected Critical Wetland Ecosystems

1. Preparing wetland management plans for Selected Ramsar Sites.

2. Strengthening monitoring capacity at Selected Ramsar Sites through: (a) the provision of appropriate equipment and vehicles; (b) the construction of permanent staff quarters; (c) the provision of software related to conservation and training on monitoring activities; and (d) the engagement of local people in wetland monitoring through technical assistance, and education and awareness raising activities.

3. Providing Sub-grants for Micro-projects aimed at helping Beneficiaries develop income generating activities for sustainable wetland management.

Part C: Strengthening Institutional Framework to Support Wetlands Management

Providing support for the establishment of an institutional framework to manage the Recipient's Selected Ramsar Sites, such support to include, *inter alia*, the carrying out of studies, institutional assessment, Training, technical assistance for environment and fisheries management, and social development.
Part D: Project Management, Monitoring and Evaluation

Support to the Recipient in the areas of Project coordination, supervision, financial management, communication and outreach, procurement, supervision of implementation of the Safeguards Instruments, including through the provision of technical assistance, Training, Operating Costs, and goods and services for the required purpose.
SCHEDULE 2

Project Execution

Section I. Institutional and Other Arrangements

A. Institutional Arrangements

1. Steering Committee

The Recipient shall establish, not later than one (1) month after the Effective Date, and thereafter maintain, throughout the Project implementation period, with composition, mandate and resources satisfactory to the World Bank, a steering committee, to be chaired by the ministry in charge of economy and prospective and comprised of representatives of ministries in charge of fisheries, forestry, mining, tourism, agriculture, and key stakeholders, to be responsible for providing overall guidance and strategic support to the Project, including, *inter alia*, endorsing the proposed Annual Work Plan and budget for the Project (the “Steering Committee”).

2. General Directorate of Environment and Nature Protection

In order to ensure proper implementation of Parts A and B of the Project, the Recipient shall maintain, throughout the Project implementation period, with composition, staffing and resources satisfactory to the World Bank, the General Directorate of Environment and Nature Protection (the “DGEPN”). To this end, the DGEPN shall: (a) be comprised of qualified and competent staff in adequate numbers; including a Project coordinator, and a research coordinator; (b) not later than three (3) months after the Effective Date, employ and thereafter maintain, at all times during Project implementation or as agreed with the World Bank, a procurement specialist, a monitoring and evaluation specialist, an accountant, an environmental specialist, a fisheries specialist, a social development specialist, an administrative assistant and a financial management specialist each of whose qualifications, experience, and terms of reference shall be acceptable to the World Bank; and (c) be responsible for day to day coordination and implementation of the Project, including: (i) carrying out related financial management and procurement activities; (ii) preparing Annual Work Plans; (iii) ensuring compliance with Safeguard Instruments for activities under the Project; and (iv) monitoring and evaluating, and preparing progress reports and monitoring and evaluation reports for activities under the Project.

3. Subsidiary Agreement

For the purpose of implementing Parts A and B of the Project, the Recipient shall make part of the proceeds of the Grant available to the Project Implementing
Entity under a subsidiary agreement (Subsidiary Agreement), in form and substance satisfactory to the World Bank, to be entered into between the Recipient and the Project Implementing Entity. The Subsidiary Agreement shall describe the implementation arrangements as referred to below:

(a) The Recipient shall ensure that the Subsidiary Agreement shall maintain, at all times during Project implementation, provisions to the following effect:

(i) the Recipient’s obligation to provide part of the proceeds of the Grant to the Project Implementing Entity on terms and conditions satisfactory to the World Bank;

(ii) the Project Implementing Entity’s obligation to adopt the Project Implementation Manual in form and substance satisfactory to the World Bank;

(iii) the Project Implementing Entity’s obligation to carry out Parts A and B of the Project with due diligence and efficiency, in conformity with appropriate administrative, technical, environmental and social practices, under the supervision of qualified and experienced management assisted by competent staff in adequate numbers, and in accordance with the provisions of the Project Implementation Manual;

(iv) the Project Implementing Entity’s obligation to 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 the operations, resources and expenditures related to the Project;

(v) the Project Implementing Entity’s obligation to carry out Parts A and B of the Project in accordance with the Anti-Corruption Guidelines;

(vi) the Project Implementing Entity’s obligation to procure the goods and services required for the Project and to be financed out of the proceeds of the Grant, in accordance with the provisions of Section III of this Annex;

(vii) the Project Implementing Entity’s obligation to furnish all such information as the Recipient or the World Bank shall reasonably request;
(viii) the Project Implementing Entity’s obligation to promptly inform the Recipient and the World Bank of any condition which interferes or threatens to interfere with the progress of the implementation of Parts A and B of the Project and the performance of its obligations under the Subsidiary Agreement; and

(ix) the Project Implementing Entity’s obligation to neither take nor concur in any action which would have the effect of amending, abrogating, assigning or waiving the Subsidiary Agreement.

(b) The Subsidiary Agreement shall include a provision stipulating that in the case of conflict between the Subsidiary Agreement and this Agreement, the latter shall apply.

B. Project Implementation Manual

1. The Recipient shall maintain, and implement the Project in accordance with the Project Implementation Manual, acceptable to the World Bank, which shall include fiduciary policies and procedures to be followed by the Recipient in conducting its operations, including the Project, such manual to cover, inter alia, financial management, procurement, disbursement and monitoring and evaluation arrangements for the Project.

2. The Recipient shall ensure that the Project is carried out in accordance with the Project Implementation Manual and shall not amend or waive any of its provisions without the World Bank’s prior written agreement.

3. Notwithstanding the foregoing, in the event of any inconsistency between the provisions of the Project Implementation Manual and this Agreement, the provisions of this Agreement shall govern.

C. Micro-projects

1. The Recipient shall cause the Project Implementing Entity to make Sub-grants to Beneficiaries for Micro-projects under Part B.3 of the Project in accordance with eligibility criteria and procedures acceptable to the World Bank and further elaborated in the Micro Project Manual which shall include the following:

(a) No proposed Micro-project shall be eligible for financing under a Sub-grant unless the Project Implementing Entity shall have determined on the basis of an appraisal carried out in accordance with guidelines acceptable to the World Bank, and elaborated in the Micro Project Manual, that:
(i) the proposed Micro-project: (A) is technically feasible and economically viable; (B) is designed in accordance with sound environmentally and socially sustainable practices and standards; and (C) if, pursuant to the Safeguard Frameworks, one or more Safeguard Documents for the Micro-project are required, such Safeguard Documents have been prepared in accordance with all measures required to be taken in accordance with Section I.G. of Schedule 2 to this Agreement and approved in writing by the World Bank prior to commencement of the activities covered by the Safeguard Documents have been taken.

(ii) the proposed Beneficiary: (A) is an individual or a local community association; and (B) has the organization, management, technical capacity and financial resources necessary to carry out the proposed Micro-project.

(b) The maximum amount of all Sub-grants to an individual shall not exceed: the equivalent of 5 million FCFA, and to a local community association, the equivalent of 30,000 million FCFA.

2. The Project Implementing Entity shall make each Sub-grant under a Micro-project Agreement with the respective Beneficiary on terms and conditions approved by the World Bank, which shall include the following:

(a) The Sub-grant shall be made on a non-reimbursable grant basis.

(b) The Project Implementing Entity shall obtain rights adequate to protect the interests of the Recipient and those of the World Bank, including the following:

(i) The Project Implementing Entity shall require each Beneficiary to:

(A) carry out its Micro-project with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmentally and socially sustainable standards and practices satisfactory to the World Bank, including in accordance with the provisions of the Anti-Corruption Guidelines applicable to recipients of Grant proceeds other than the Recipient;

(B) provide, promptly as needed, the resources required for the purpose;
(C) procure the goods and services to be financed out of the Sub-grant in accordance with the provisions of Section III of this Schedule;

(D) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the World Bank, the progress of the Micro-project and the achievement of its objectives;

(E) (1) 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 the operations, resources and expenditures related to the Micro-project; and (2) have such financial statements audited annually by independent auditors acceptable to the World Bank, in accordance with consistently applied auditing standards acceptable to the World Bank, and promptly furnish the statements as so audited to the Recipient and the World Bank and permit the World Bank to make such statements as so audited publicly available (as well as the Sub-grant Agreement);

(F) enable the Recipient and the World Bank to inspect the Micro-project, its operation and any relevant records and documents; and

(G) 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.

(ii) The Project Implementing Entity shall obtain the right to suspend or terminate the right of the Beneficiary to use the proceeds of the Sub-grant, or obtain a refund of all or any part of the amount of the Sub-grant then withdrawn, upon the Beneficiary's failure to perform any of its obligations under the Sub-grant Agreement.

3. The Project Implementing Entity shall exercise its rights and carry out its obligation under each Sub-grant 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 Project Implementing Entity shall not assign, amend, abrogate or waive any Sub-grant Agreement or any of its provisions.
D. Micro Project Manual

1. The Recipient shall maintain and cause the Project Implementing Entity to maintain and implement Part B.3 of the Project in accordance with a Micro-project Manual, acceptable to the World Bank. To this end, the Micro Project Manual shall include, inter alia, detailed implementation arrangements and responsibilities for the Sub-grants, including, inter alia: (a) the procedures for approving, monitoring and evaluating the Micro-projects and Sub-grants; (b) the organizational structure for implementation of the Sub-grants; (c) the eligibility criteria for identification, registration, and selection of Beneficiaries; (d) the eligibility criteria for Micro-projects and Sub-grants and terms and conditions of Sub-grants; as such manual may be amended by the Recipient from time to time with the prior agreement of the World Bank.

2. Notwithstanding the foregoing, in the event of any inconsistency between the provisions of the Micro Project Manual and those of this Agreement, the provisions of this Agreement shall prevail.

E. Annual Work Plan and Budget

1. The Recipient shall prepare, in accordance with terms of references acceptable to the World Bank, and furnish to the World Bank no later than October 15 of each calendar year throughout the implementation of the Project, a work plan of activities proposed for inclusion in the Project for the next calendar year, together with a budget for such activities, a timetable for their implementation and the source and uses of funds therefor.

2. The Recipient shall afford the World Bank a reasonable opportunity to exchange views with the Recipient on such proposed work plan; and, thereafter, carry out such work plan during the period covered by said plan, according to such budget, both as shall have been approved by the World Bank ("Annual Work Plan and Budget").

3. Only such activities as shall have been included in the Annual Work Plan shall be eligible for inclusion in the Project and for financing out of the proceeds of the Grant.

F. Anti-Corruption

The Recipient shall ensure that the Project is carried out in accordance with the Anti-Corruption Guidelines.
G. Safeguards

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

   (a) (i) prepare such Safeguard Document and furnish it to the World Bank for review and approval; and (ii) thereafter adopt such Safeguard Document prior to implementation of the activity in question; and

   (b) thereafter take such measures as shall be necessary or appropriate to ensure compliance with the requirements of such Safeguard Document.

2. Without limitation upon its other reporting obligations under this Agreement, the Recipient shall regularly collect, compile and submit to the World Bank every calendar semester, 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 Safeguard Instruments;

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

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

3. The Recipient shall afford the World Bank a reasonable opportunity to review the reports prepared under paragraph 2 of this Part G, 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.

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 quarter, 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 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 (6) months after the end of such period.

4. The Recipient shall recruit, not later than four (4) months after the Effective Date, the external auditor referred to Section 2.07 (b) of the Standard Conditions in accordance with Section III of Schedule 2 of this Agreement and pursuant to terms of reference satisfactory to the World Bank.

5. The Recipient shall, not later than three (3) months after the Effective Date, acquire, install and thereafter maintain a computerized accounting system for the Project, 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 the requirements set forth or referred to in Section I of the Procurement Guidelines, and with the provisions of this Section.

2. Consultants’ Services. All 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 Sections I and IV of the Consultant Guidelines, and with the provisions of this Section.
3. **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) Shopping; (b) Direct Contracting; (c) Community Participation; (d) Procurement from the United Nations Office for Project Services (UNOPS); and (e) National Competitive Bidding subject to the additional provisions in paragraph 3 below.

3. Each bidding document and contract financed out of the proceeds of the Loan shall provide that: (a) the bidders, suppliers, contractors and their subcontractors, agents, personnel, consultants, service providers, or suppliers shall permit the Bank, at its request, to inspect all accounts, records and other documents relating to the submission of bids and contract performance, and to have said accounts and records audited by auditors appointed by the Bank; and (b) the deliberate and material violation of such provision may amount to an obstructive practice as defined in paragraph 1.16 (a)(e) of the Procurement Guidelines: (i) invitations to bid shall be advertised in national newspapers with wide circulation; (ii) the bid evaluation, qualification of bidders and contract award criteria shall be clearly indicated in the bidding documents; (iii) bidders shall be given adequate response time (at least four weeks) to submit bids from the date of the invitation to bid or the date of availability of bidding documents, whichever is later; (iv) eligible bidders, including foreign bidders, shall be allowed to participate; (v) no domestic or CEMAC’s regional preference shall be given to domestic or regional contractors, domestically or regionally manufactured goods; and association with national or regional firm shall not be a condition for participation in a bidding process; (vi) bids are awarded to the substantially responsive and the lowest evaluated bidder proven this bidder is qualified. No scoring system shall be allowed for the evaluation of bids, and no blanket limitation to the number of lots which can be awarded to a bidder shall apply; and (vii) qualification criteria shall only concern the bidder’s capability and resources to perform the contract taking into account objective and measurable factors.
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 Consultant Qualification; (e) Selection of Individual Consultant; and (f) Single Source Selection.

D. Review by the World Bank of Procurement Decisions

The Procurement Plan shall set forth those contracts which shall be subject to the World Bank’s Prior Review. All other contracts shall be subject to Post Review by the World Bank.

Section IV. Withdrawal of Grant Proceeds

A. General

1. The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) Article III of the Standard Conditions; (b) this Section; and (c) such additional instructions as the World Bank may specify by notice to the Recipient (including the “World Bank Disbursement Guidelines for Projects” dated May 2006, as revised from time to time by the World Bank and as made applicable to this Agreement pursuant to such instructions), to finance 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:
### 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, Training, Operating Costs and consultants’ services under Parts A, B.1, and B.2 of the Project</td>
<td>2,910,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Sub-grants under part B.3 of the Project</td>
<td>800,000</td>
<td>100% of amounts disbursed under the respective Sub-grants Agreements.</td>
</tr>
<tr>
<td>(3) Goods, works, non-consulting services, Training, Operating Costs and consultants’ services under Parts C and D of the Project</td>
<td>3,811,000</td>
<td>100%</td>
</tr>
<tr>
<td><strong>TOTAL AMOUNT</strong></td>
<td><strong>7,521,000</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, except that withdrawals up to an aggregate amount not to exceed $1,000,000 equivalent may be made for payments made prior to this date but on or after January 1, 2014, for Eligible Expenditures.

2. The Closing Date referred to in Section 3.06(c) of the Standard Conditions is April 30, 2020.
APPENDIX

Definitions

1. “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 E of Schedule 2 to this Agreement.


3. “ANPN” or “Agence Nationale des Parcs Nationaux” means the national agency of parks established pursuant to the Recipient’s Law 003/2007 for the purpose of managing the Recipient’s national parks.

4. “Beneficiary” means an individual or a local community association that meets the selection criteria set out in the Micro Project Manual and the Project Implementation Manual, to whom the Project Implementing Entity proposes to make, or has made, a Sub-grant for a Micro-project.

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


8. “General Directorate of Environment and Nature Protection” and “DGEPN” each means the Recipient’s general directorate of environment within the ministry in charge of environment as referred to in Section I.A.2 of Schedule 2 to this agreement.

9. “Environmental Management Plan” and “EMP” each means an environmental and social management plan for the Project to be prepared and implemented in accordance with the ESMF and pursuant to the provisions of Section G.1 of Schedule 2 to this Agreement; and “EMPs” means more than one EMP.

10. “Environmental and Social Management Framework” and “ESMF” each means the Recipient’s framework entitled “Cadre de Gestion Environnementale et Sociale”, disclosed in the Recipient’s territory on November 24, 2013, and at the
Bank’s Infoshop on February 6, 2014, detailing: (a) the measures to be taken during the implementation and operation of the Project to eliminate or offset adverse environmental and social impacts, or to reduce them to acceptable levels; and (b) the actions needed to implement these measures, including monitoring and institution strengthening, as such ESMF may be amended from time to time with prior written agreement of the World Bank.

11. “FCFA” means Franc de la Communauté Financière d’Afrique, the currency of the Recipient.

12. “Indigenous Peoples Planning Framework” and “IPPF” each means the framework entitled “Cadre de Planification en faveur des Populations Sensibles Potentiellement affectées par le Projet” which sets forth specific guidelines to address indigenous people’s concerns in the Project area, guide the conduct of free, prior and informed consultation and ensure broad community support of the indigenous peoples, disclosed in the Recipient’s territory and at the World Bank’s Infoshop on February 6, 2014, as such framework may be amended from time to time with the prior written agreement of the World Bank.

13. “Indigenous People’s Plan” and “IPP” each means an indigenous peoples plan for the Project to be prepared and implemented in accordance with the IPPF and pursuant to the provisions of Section G.1 of Schedule 2 to this Agreement; and “IPPs” means more than one IPP.


15. “Micro Project Agreement” means the agreement referred to in Section I.C.2. of Schedule 2 to this Agreement.


17. “Operating Costs” means the reasonable incremental operating expenses, approved by the World Bank under each Annual Work Plan, on account of the Project, including office supplies, bank charges, staff salaries, travel and supervision costs, per diem, but excluding the salaries of officials and public servants of the Recipient’s civil service.

18. “Process Framework” and “PF” each means the Recipient’s framework entitled “Cadre de procedure pour la reduction des impacts sociaux potentiels dus a la restriction potentielle d’acces aux ressources naturelles”, disclosed in the Recipient’s territory on November 24, 2013, and at the World Bank’s Infoshop on February 6, 2014, providing details on a program of actions, measures and
policies designed to mitigate any adverse social impacts on neighboring communities, along with the procedural and institutional measures needed to implement such actions, measures and policies, as the said frameworks may be amended from time to time with the prior written consent of the World Bank.


20. "Procurement Plan" means the Recipient’s procurement plan for the Project, dated February 14, 2014, 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.

21. "Project Implementing Entity" means the Recipient’s ANPN responsible for the implementation of Parts A and B of the Project in accordance with Section I.A.3 of the Schedule 2 to this Agreement.

22. "Project Implementation Manual" and “PIM" each means the manual for the Project to be prepared and adopted in accordance with the provisions of Section B of Schedule 2 to this Agreement.

23. "Ramsar Convention" means the Convention on Wetlands (Ramsar, Iran, 1971) - an intergovernmental treaty that embodies the commitments of its member countries to maintain the ecological character of their wetlands of international importance and to plan for the wise use, or sustainable use, of all of the wetlands in their territories.


25. "Ramsar List" means the list of wetlands sites of international importance according to the Ramsar Convention.

26. "Ramsar Site" means the wetlands sites in the Recipient’s territory which are part of the Ramsar List.

27. "Resettlement Action Plan" and “RAP” each means a resettlement action plan for the Project to be prepared and implemented in accordance with the Process Framework and pursuant to the provisions of Section G.1 of Schedule 2 to this Agreement; and “RAPs” means more than one RAP.

28. "Safeguard Documents" means any ESMP, RAP, IPP, or other supplemental social and environmental safeguard documents as required under the terms of the Safeguard Frameworks.
29. "Safeguard Frameworks" means, collectively, the ESMF, the PF and the IPPF.

30. "Safeguard Instruments" means, collectively, the Safeguards Frameworks and the Safeguard Documents.

31. "Selected Ramsar Sites" means the Ramsar Sites of Bas ogoué, Monts Birougou, and Petit Loango/Setté-Cama.


33. "Steering Committee" means the steering committee to be established under the Project in accordance with Section I.A.1 of Schedule 2 to this Agreement.

34. "Training" means the reasonable cost of: (i) training materials, and rental of training facilities and equipment; (ii) tuition fees, travel, accommodation and per diem of trainers and trainees; and (iii) any other expenses related to training to be carried out under the Project.