
GEF GRANT NUMBER TF0B2422

Global Environment Facility
Grant Agreement

(Additional Financing for
Cambodia Sustainable Landscape and Ecotourism Project)

between

KINGDOM OF CAMBODIA

and

**INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT**

acting as an Implementing Agency of the Global Environment Facility

**GLOBAL ENVIRONMENT FACILITY
GRANT AGREEMENT**

AGREEMENT dated as of the Signature Date between KINGDOM OF CAMBODIA (“Recipient”) and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (“Bank”), acting as an implementing agency of the Global Environment Facility (“GEF”).

WHEREAS (A) under an agreement, dated August 16, 2019, between the Recipient and the Association (“Original Financing Agreement”), the Association agreed to extend to the Recipient a credit in an amount equivalent to thirty-six million five hundred thousand Special Drawing Rights (SDR 36,500,000) (“Original Credit”) to assist in financing the project described in Schedule 1 to the Original Financing Agreement (“Original Project”);

(B) the Recipient has requested the Association to provide additional financial assistance in support of additional activities related to the Original Project, by extending to the Recipient an additional financing in an amount equivalent to four million four hundred twenty-two thousand twenty Dollars (\$4,422,020) for the Project described in Schedule 1 to this Agreement; and

WHEREAS the Association has agreed, on the basis, *inter alia*, of the foregoing to extend such additional financial assistance to the Recipient upon the terms and conditions set forth in this Agreement;

NOW THEREFORE, the Recipient and the Bank hereby agree as follows:

**Article I
Standard Conditions; Definitions**

- 1.01. The Standard Conditions (as defined in the Appendix to this Agreement) apply to and form 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 Original Financing Agreement, the Standard Conditions or in this Agreement (including the Preamble and Appendix hereto).

**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 in accordance with the provisions of Article II of the Standard Conditions and Schedule 2 to this Agreement.

**Article III
The Grant**

- 3.01. The Bank agrees to extend to the Recipient a grant in an amount not to exceed four million four hundred twenty-two thousand twenty Dollars (\$4,422,020) (“Grant”) to assist in financing the Project.
- 3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section III of Schedule 2 to this Agreement.
- 3.03. The Grant is funded out of the abovementioned trust fund for which the Bank receives periodic contributions from the donor[s] to the trust fund. In accordance with Section 3.02 of the Standard Conditions, the Bank’s payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the donor[s] 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
Recipient’s Representative; Addresses**

- 4.01. The Recipient’s Representative referred to in Section 7.02 of the Standard Conditions is its Minister at the time responsible for finance.
- 4.02. For purposes of Section 7.01 of the Standard Conditions: (a) the Recipient’s address is:

(a) the Recipient’s address is:

Ministry of Economy and Finance
Street 92
Sangkat Wat Phnom, Khan Daun Penh
Phnom Penh
Kingdom of Cambodia

(b) the Recipient's Electronic Address is:

Facsimile:	E-mail:
(855- 23) 725-341 (855- 23) 427-798	<u>thirong_pen@mef.gov.kh</u>

4.03. For purposes of Section 7.01 of the Standard Conditions: (a) the Bank's address is:

International Bank for Reconstruction and Development
1818 H Street, N.W.
Washington, D.C. 20433
United States of America; and

(b) the Bank's Electronic Address is:

Telex:	Facsimile:	E-mail:
248423 (MCI) or 64145 (MCI)	1-202-477-6391	<u>cambodia@worldbank.org</u>

AGREED as of the Signature Date

KINGDOM OF CAMBODIA

By



Authorized Representative

Name: AUN PORN MONIROTH, Ph.D

Title: Deputy Prime Minister
Minister of Economy and Finance

Date: July 21, 2020

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

By

A handwritten signature in blue ink, appearing to read 'Inguna Dobraja'.

Authorized Representative

Name: INGUNA DOBRAJA

Title: COUNTRY MANAGER

Date: July 21, 2020

SCHEDULE 1
Project Description

The objective of the Project is to improve protected areas (PAs) management, and to promote ecotourism opportunities and non-timber forest product (NTFP) value chains in the Cardamom Mountain-Tonle Sap landscape.

The Project consists of the parts described in Schedule 1 to the Original Financing Agreement.

SCHEDULE 2

Project Execution

Section I. Institutional and Other Arrangements

1. Section I (Implementation Arrangements) and Section II (Project Monitoring, Reporting and Evaluation) of Schedule 2 to the Financing Agreement are hereby incorporated by reference and shall apply, *mutatis mutandis*, to this Agreement, and the Recipient undertakes to comply with the provisions thereof to the same extent as if such provisions had been set out in full in this Agreement, provided that for the purposes of this Agreement: (1) the references to the "Financing" in said Sections shall be construed as references to the Grant provided for under this Agreement; and (2) the references to the "Association" in said Sections shall be construed as references to the Bank.
2. For greater clarity and the avoidance of doubt, in view of the above incorporation of Sections I and II of Schedule 2 to the Financing Agreement in this Agreement, if the Financing Agreement terminates prior to the termination of this Agreement, such termination shall have no effect for purposes of this Agreement, and the provisions of the Financing Agreement incorporated in this Agreement pursuant to Section I. 1 above shall continue in full force and effect between the Recipient and the Association for purposes of this Agreement following and notwithstanding such termination of the Financing Agreement.

Section II. 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; and (b) this Section; to finance 100% of Eligible Expenditures consisting of goods, works, consulting services, non-consulting services, Training, and Operating Costs under MOE's Respective Part of the Project, inclusive of Taxes.

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 Signature Date
2. The Closing Date is December 31, 2025.

APPENDIX

Definitions

1. “Anti-Corruption Guidelines” means, for purposes of paragraph 2 of the Appendix to the Standard Conditions, 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, and as of July 1, 2016.
2. “Environmental and Social Management Framework” or “ESMF” means, environmental and social management framework prepared and adopted by the Recipient, satisfactory to the Association, dated February 01, 2019 disclosed in-country, and the Association’s website on February 13, 2019, as updated and re-disclosed on March 12, 2020 setting out the principles, rules, guidelines and procedures to screen and assess the potential adverse environmental and social risks and impacts (including health and safety issues) of Project activities, including the risks of gender-based violence and sexual exploitation and abuse, adopt measures to avoid, reduce, mitigate or offset environmental and social adverse risks and impacts, including measures that endeavor to prevent and respond to gender-based violence and sexual exploitation and abuse], procedural, budget and institutional arrangements and actions needed to implement these measures, and information on the agency or agencies responsible for addressing the Project’s risks and impacts; as well as for the preparation of environmental and social management plans, as such framework may be amended by the Recipient from time to time, with the prior written agreement of the Association.
3. “Indigenous Peoples Planning Framework” or “IPPF” means the indigenous peoples planning framework prepared and adopted by the Recipient satisfactory to the Association, and disclosed on the Association’s website on January 30, 2019, as updated and re-disclosed on March 12, 2020 which sets out the principles, organizational arrangements (including consultation, budget and disclosure), and design criteria to be applied to any activity under the Project which affect indigenous peoples, including the preparation of indigenous peoples plans, as such framework may be amended from time to time with the prior written agreement of the Association.
4. “Process Framework” means the process framework adopted by the Recipient, satisfactory to the Association, and disclosed on the Association’s website on January 30, 2019, as updated and re-disclosed on March 12, 2020 which sets forth the principles and procedures for working with, and assisting, Affected Persons in legally designated parks and protected areas, as said framework may be revised from time to time with the prior written agreement of the Association.
5. “Resettlement Policy Framework” or “RPF” means the resettlement policy framework prepared and adopted by the Recipient, satisfactory to the Association,

and disclosed on the Association's website on January 30, 2019 as updated and re-disclosed on March 12, 2020 which sets out the resettlement principles, guidelines, organizational arrangements (including consultation and budget), and design criteria for the preparation of RAPs under the Project, as such framework may be amended from time to time with the prior written agreement of the Association.

6. "Signature Date" means the later of the two dates on which the Recipient and the Bank signed this Agreement and such definition applies to all references to "the date of the Grant Agreement" in the Standard Conditions.
7. "Standard Conditions" means the "International Bank for Reconstruction and Development and International Development Association Standard Conditions for Grant Financing Made by the Bank out of Trust Funds", dated February 25, 2019.