
GRANT NUMBER D972-TJ

Financing Agreement

(RESILAND CA+ Program: Tajikistan Resilient Landscape Restoration Project)

between

REPUBLIC OF TAJIKISTAN

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

GRANT NUMBER D972-TJ

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between REPUBLIC OF TAJIKISTAN (“Recipient” or “Tajikistan”) and INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”).

WHEREAS:

- (A) the Association has received a letter dated November 22, 2021 from the Chairman of the Committee of Environmental Protection of the Republic of Tajikistan confirming the commitment to the Central Asia Resilient Landscapes Restoration Program (“RESILAND CA+ Program”) aimed at increasing the resilience of regional landscapes in Central Asia; and
- (B) the Recipient, having been satisfied as to the feasibility and priority of the project described in Section I to this Agreement (“Project”), has expressed its support to the Association to assist in the financing of the Project as part of the RESILAND CA+ Program;

NOW THEREFORE:

The Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

- 1.01. The General 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 General Conditions or in the Appendix to this Agreement.

ARTICLE II — FINANCING

- 2.01. The Association agrees to extend to a grant, which is deemed as Concessional Financing for purposes of the General Conditions, in an amount equivalent to thirty-two million two hundred thousand Special Drawing Rights (SDR

32,200,000) (“Financing”), to assist in financing the project described in Schedule 1 to this Agreement (“Project”).

- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section III of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Financing Balance.
- 2.04. The Payment Dates are April 15 and October 15 in each year.
- 2.05. The Payment Currency is Dollar.

ARTICLE III — PROJECT

- 3.01. The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall carry out the Project through CEP, in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

ARTICLE IV — EFFECTIVENESS; TERMINATION

- 4.01. The Additional Conditions of Effectiveness consist of the following:
 - (a) the Recipient has set up the CEP-IT with composition, resources and terms of reference acceptable to the Association;
 - (b) the Recipient, through CEP, has adopted the POM in form and substance satisfactory to the Association; and
 - (c) the Recipient, through CEP, has signed an MOU with each of the Participating Agencies, in form and substance satisfactory to the Association.
- 4.02. The Effectiveness Deadline is the date one hundred twenty (120) days after the Signature Date.
- 4.03. For purposes of Section 10.05(b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty (20) years after the Signature Date.

ARTICLE V — REPRESENTATIVE; ADDRESSES

5.01. The Recipient's Representative is its Minister of Finance.

5.02. For purposes of Section 11.01 of the General Conditions:

(a) the Recipient's address is:

Ministry of Finance
3, Akademik Rajobovkho Street
Dushnabe, 734025
Republic of Tajikistan; and

(b) the Recipient's Electronic Address is:

Facsimile:

(992-372)213329

5.03. For purposes of Section 11.01 of the General Conditions:

(a) The Association's address is:

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

(b) the Association's Electronic Address is:

Telex:

248423 (MCI)

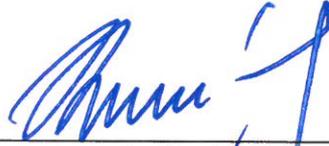
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1-202-477-6391

AGREED as of the Signature Date.

REPUBLIC OF TAJIKISTAN

By



Authorized Representative

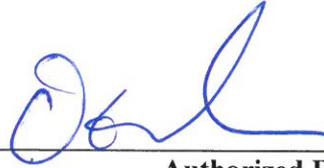
Name: Faiziddin Qahhorzoda

Title: Minister of Finance

Date: May 17, 2022

INTERNATIONAL DEVELOPMENT ASSOCIATION

By



Authorized Representative

Name: Ozan Sevimli

Title: Country Manager

Date: May 17, 2022

SCHEDULE 1

Project Description

The objectives of the Project are: (a) to increase the area under sustainable landscape management in Selected Locations in Tajikistan; and (b) to promote Tajikistan's collaboration with other Central Asian countries on transboundary landscape restoration.

The Project consists of the following parts:

Part 1: Strengthen Institutions and Policies and Regional Collaboration

1.1. Strengthen Institutions and Policies

- (a) Strengthening policy, legal, and implementation frameworks for landscape management, including, *inter alia*: (i) analysis and revisions of existing policy, legal, and implementation frameworks for forests, pastures and protected areas to help align these with national and international obligations; (ii) capacity building for the CEP and partner agencies to enhance their capacity in environmental monitoring and reporting on environmental status, including land degradation neutrality ("LDN") targets; (iii) preparation of a national landscape restoration strategy and action plan; and (iv) preparation of a protected area strategy and action plan;
- (b) institutional capacity building for landscape management, including, *inter alia*: (i) on-the-job training of operational and technical staff on landscape restoration; (ii) post-graduate studies for qualifying students in landscape management, forest conservation, and pasture management; (iii) curricula development for universities and schools in the country to improve formal as well as youth vocational training in landscape restoration; (iv) rehabilitation and improvement of state forest management entities' ("SFME") offices, district-level pasture commissions and selected special protected areas units; (v) purchase and installation of office and field equipment, as well as vehicles; (vi) purchase of machinery such as tractors for field operations; and (vii) construction of living quarters for field staff; and
- (c) strengthening research and knowledge management in the field of landscape management, including, *inter alia*: (i) research and analytical studies on topics such as assessing drivers of land degradation, climate risk assessment, market development and access, payment for environmental services feasibility assessment and nature-based solutions applications; (ii) knowledge management through support for platforms and dissemination focusing on learning and annual review meetings; and (iii) study tours and exchanges.

1.2 Enhance Regional Collaboration

Supporting the Recipient's participation in the implementation of key regional activities identified in the 2020 ten-year Regional Environmental Program for Sustainable Development endorsed under the auspices of the Interstate Commission on Sustainable Development ("ICSD"), including, *inter alia*: (a) development of an MOU to facilitate border-crossing for nature-based tourism in protected areas and unique natural sites shared between countries; (b) development of an MOU to use common modern methods of inventory of flora and fauna diversity, and ecosystem status along transboundary corridors; (c) development of a joint transboundary management plan for ecological corridors for migratory animals and transboundary cooperation agreements for addressing issues of protection of key species and habitats; (d) development of a protocol for using nature-based solutions, including erosion control and tree planting along roads to increase resilience of infrastructure; (e) development of an MOU for the designation of a transboundary "peace park" between countries along the lines of the United Nations Convention to Combat Desertification Peace Forest Initiative (2020); and (f) contributing to the establishment and operation of a regional exchange platform.

Part 2: Resilient Landscapes and Livelihoods

2.1 Forest Restoration and Sustainable Forest Management

- (a) Conducting a national-level systematic national forest inventory using a low sampling density and state of the art methodologies for conducting forest inventories, such as geospatial and earth observation data;
- (b) preparing up to eight (8) participatory sustainable forest management plans for SFMEs in Selected Locations;
- (c) implementing the participatory sustainable forest management plans referred to in Part 2.1(b) above, including:
 - (i) *forest nurseries*: implementing semi-modernization measures in SFME-operated nurseries and promoting the development of private backyard nurseries to bolster seedling supply for afforestation and natural regeneration;
 - (ii) *assisted natural regeneration*: improving land through assisted natural regeneration, including measures such as fencing to protect regenerating areas, soil improvement and enrichment planting to increase the quality and number of trees and/or species diversity; and
 - (iii) *afforestation and fuelwood plantations*: providing Subgrants and technical assistance to Beneficiaries ("FUGs") in line with the requirements of JFM

to implement afforestation and fuelwood plantations that meet the criteria set forth in the Subgrants Manual (“Subprojects”).

2.2. Integrated Pasture Management and Restoration

- (a) Carrying out geobotanical surveys and conducting pasture inventories;
- (b) establishing two seed demonstration plots for native forage species; and
- (c) provision of Subgrants to Beneficiaries (“PUUs”) for investment proposals aimed at supporting sustainable pasture/fodder-based livestock production systems that meet the criteria set forth in the Subgrants Manual (“Subprojects”), which may include measures to support, *inter alia*: (i) improvement of pasture productivity to increase soil carbon stocks and sustainability such as protecting areas for regeneration, pasture rehabilitation, weed removal, seasonal closure, nitrification-inhibiting practices in pastures, improving existing trails to remote pastures, and needs for supplementary fodder production, (ii) erosion and landslide control in pasture area through plantation, soil bioengineering, small retention structures such as live palisades; (iii) improvement of grazing management and promotion of silvo-pastoralism; (iv) animal health requirements and breed improvement measures; and (v) Subproject monitoring and evaluation.

2.3. Protected Area Management and Biodiversity Conservation

- (a) Preparing and/or updating protected area management plans for Tajik National Park and Zorkul Special Reserve in GBAO, Yagnob National Park in Sughd, and State Natural Reserve Tigrovaya Balka in Khatlon, comprising standard elements, management arrangements, conservation and restoration measures, protection and enforcement, monitoring, education and awareness, stakeholder engagement, ecotourism and recreation, prioritized actions, and associated costs, as well as boundary survey, spatial planning, economic and financial analysis, and stakeholder consultations; and
- (b) implementing selected priority activities in protected areas for purposes of landscape management, including, *inter alia*: (i) remote and field-based monitoring with community participation; (ii) small-scale interpretation of protected area assets and attractions for visitors; (iii) restoration of degraded natural land-based habitats through small-scale afforestation and natural regeneration and conservation of wildlife grazing areas for key species; (iv) pilot measures to resolve human-wildlife conflicts in Tajik National Park such as pens to protect livestock from predators; and (v) preparation of management tools such as digital resource and digital thematic maps.

2.4. Landscape Restoration and Livelihoods

Provision of Subgrants to Beneficiaries (CIGs) for small scale crop land-based livelihood investment proposals that meet the criteria set forth in the Subgrants Manual (“Subprojects”) and which apply climate smart crop production practices and technologies such as: (a) diversification of agricultural/horticultural crops; (b) improved crop varieties and biotechnology that reduce emissions; (c) adoption of water-efficient crops and varieties, and cultivation methods; (d) erosion control measures such as increasing vegetative cover along the sides of linear infrastructure such as roads and planting of shelterbelts; (e) harvesting and processing of different crops, including cooling and storage; (f) reduced tillage intensity and cover crops, crop rotation, perennial cropping systems, cultivation of deep rooting species; (g) higher inputs of organic matter to soil, processing and application of manure; and (h) small-scale community-based tourism activities around protected areas.

Part 3: Project Management and Coordination

Supporting the CEP to carry out Project implementation, including procurement, financial management, coordination, reporting, monitoring and evaluation, compliance with the Environmental and Social Standards, including related studies, attention to gender aspects and citizen engagement, through the financing of Operating Costs, Training, furniture, equipment and related goods for the CEP-IT and CEP district offices participating in the Project.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements.

1. No later than three (3) months after the Effective Date, the Recipient shall establish and thereafter maintain throughout Project implementation a Project Steering Committee (“PSC”) chaired by Deputy Prime Minister to provide oversight, coordination and guidance on Project management with composition and terms of reference acceptable to the Association and set forth in the POM, including, *inter alia*, representatives of CEP, the Forest Agency, the Ministry of Agriculture, MoF, State Committee for Land Management and Geodesy, State Committee on Investment and State Property Management, and community-based organizations (Pasture User Unions (“PUUs”) and Forest Users Groups (“FUGs”) represented in a rotation mode).
2.
 - (a) The Recipient shall set up and maintain, throughout Project implementation, an implementation team within CEP (“CEP-IT”) which shall have overall responsibility for Project management including, *inter alia*, responsibility for the fiduciary, environmental, social, monitoring, coordination and reporting aspects of the Project.
 - (b) The Recipient shall ensure that, throughout Project implementation, the CEP-IT maintains adequate staff and management with experience, qualifications, responsibilities and resources acceptable to the Association and set forth in the POM, including, *inter alia*: a Project director, an implementation group coordinator, a Project field coordinator, field-based focal points, component coordinators, and specialists in the following areas: procurement, financial management, monitoring and evaluation, technical, environmental and social/gender.
3.
 - (a) To facilitate the carrying out of the activities under the Project, the Recipient, through CEP, shall enter into and maintain throughout Project implementation, an MOU with each of the Participating Agencies to define, *inter alia*: (i) the roles and responsibilities of the Participating Agencies under the Project; and (ii) specific mechanisms for coordination across Project activities, all under terms and conditions satisfactory to the Association and in such a manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing.

- (b) The Recipient, through CEP and each of the Participating Agencies, shall exercise its right and carry out its obligations under each MOU in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing.
 - (c) Except as the Association shall otherwise agree, the Recipient, through CEP and each of the Participating Agencies, shall not assign, amend, abrogate, or waive, or permit to be assigned, amended, abrogated, or waived, the aforementioned, or any provision thereof.
4. (a) Prior to the carrying out of Part 1.2 of the Project, the Recipient, through CEP, shall enter into an agreement with an entity that is duly qualified to support regional cooperation on sustainable development issues in Central Asia, under terms of reference and conditions satisfactory to the Association, and in such a manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing.
- (b) Except as the Association shall otherwise agree, the Recipient, through CEP shall not assign, amend, abrogate, or waive, or permit to be assigned, amended, abrogated, or waived, the aforementioned, or any provision thereof.

B. Project Manuals.

- 1. The Recipient, through CEP, shall carry out the Project in accordance with the Project Operational Manual and the Subgrants Manual.
- 2. Except as the Association shall otherwise agree in writing, the Recipient, through CEP, shall not amend, waive, suspend, or abrogate any provision of the Project Operational Manual and the Subgrants Manual.
- 3. In case of any inconsistency between any provisions of the Project Operational Manual, the Subgrants Manual, and those of this Agreement, the provisions of this Agreement shall prevail.

C. Subprojects.

- 1. For the implementation of Parts 2.1(c)(iii), 2.2(c), and 2.4 of the Project, the Recipient, through CEP, shall make Subgrants to Beneficiaries in accordance with eligibility criteria and procedures, including coordination with the Subgrant Committee, acceptable to the Association and set forth in the Subgrant Manual.

2. The Recipient, through CEP, shall make each Subgrant under a Subgrant Agreement with the respective Beneficiary on terms and conditions approved by the Association, which shall include the following:
 - (a) the Subgrant shall be in an amount not to exceed: (i) \$100,000 for FUGs under Part 2.1(c)(iii) of the Project; (ii) \$100,000 for PUUs under Part 2.2(c) of the Project; and (iii) \$10,000 for CIGs under Part 2.4 of the Project;
 - (b) Beneficiaries shall meet any matching requirements set forth in the Subgrants Manual;
 - (c) the Subgrant shall not be used to finance any item on the exclusion list set forth in the Subgrants Manual, as defined in the Appendix to this Agreement (“Excluded Activities”);
 - (c) the Recipient shall obtain rights adequate to protect its interests and those of the Association, including the right to: (i) suspend or terminate the right of the Beneficiary to use the proceeds of the Subgrant and/or obtain a refund of all or any part of the amount of the Subgrant then withdrawn, upon the Beneficiary’s failure to perform any of its obligations under the Subgrant Agreement; and (ii) require each Beneficiary to: (A) carry out its Subproject with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the Association, including in accordance with the provisions of the Anti-Corruption Guidelines applicable to recipients of grant proceeds other than the Recipient and the Environmental and Social Standards; (B) provide, promptly as needed, the resources required for the purpose; (C) procure the goods, works and services to be financed out of the Subgrant in accordance with the provisions of this Agreement; (D) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Association, the progress of the Sub-project and the achievement of its objectives; (E) maintain financial management (and when applicable in accordance with the POM, audit) arrangements in a manner adequate to reflect the operations, resources and expenditures related to the Sub-project, as more fully described in the POM; (F) enable the Recipient and the Association to inspect the Subproject, its operation and any relevant records and documents; and (G) prepare and furnish to the Recipient and the Association all such information as the Recipient or the Association shall reasonably request relating to the foregoing.
3. The Recipient, through CEP, shall exercise its rights under each Subgrant Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing.

4. Except as the Association shall otherwise agree, the Recipient, through CEP, shall not assign, amend, abrogate or waive any Subgrant Agreement or any of its provisions.

D. Environmental and Social Standards

1. The Recipient, through CEP, shall ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Association.
2. Without limitation upon paragraph 1 above, the Recipient, through CEP, shall ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan (“ESCP”), in a manner acceptable to the Association. To this end, the Recipient shall ensure that:
 - (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, as provided in the ESCP;
 - (b) sufficient funds are available to cover the costs of implementing the ESCP;
 - (c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and
 - (d) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Association shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.
3. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
4. The Recipient, through CEP, shall ensure that:
 - (a) all measures necessary are taken to collect, compile, and furnish to the Association through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Association, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Association, setting out, *inter alia*: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and

- (b) the Association is promptly notified of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.
- 5. The Recipient, through CEP, shall establish, publicize, maintain and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of Project-affected people, and take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Association.
- 6. The Recipient, through CEP, shall ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors, and subcontractors and supervising entities to: (a) comply with the relevant aspects of ESCP and the environmental and social instruments referred to therein; and (b) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing measures to address environmental, social, health and safety risks, and the risks of sexual exploitation and abuse, sexual harassment and violence against children, all as applicable to such civil works commissioned or carried out pursuant to said contracts.

Section II. Project Monitoring, Reporting and Evaluation

The Recipient, through CEP, shall furnish to the Association each Project Report not later than one (1) month after the end of each calendar semester, covering the calendar semester.

Section III. Withdrawal of the Proceeds of the Financing

A. General

Without limitation upon the provisions of Article II of the General Conditions and in accordance with the Disbursement and Financial Information Letter, the Recipient may withdraw the proceeds of the Financing to finance Eligible Expenditures in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

Category	Amount of the Financing Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes other than value-added tax and custom taxes, imposts, levies, fees, excise and duties of any nature in effect at the time of each Financing withdrawal)
(1) Non-consulting services, goods, works, Training and Operating Costs for the Project	9,800,000	100%
(2) Consulting services	4,690,000	100%
(3) Subgrants under Parts 2.1(c)(iii), 2.2(c), 2.4 of the Project	17,710,000	100% of Subgrants
TOTAL AMOUNT	32,200,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made:
 - (a) for payments made prior to the Signature Date, except that withdrawals up to an aggregate amount not to exceed \$500,000 equivalent may be made for payments made prior to this date but on or after the date falling one year prior to the Signature Date, for Eligible Expenditures under Categories (1) and (2); or
 - (b) under Category (3) unless and until the Subgrants Manual has been adopted by the Recipient, through CEP, in form and substance satisfactory to the Association.
2. The Closing Date is September 30, 2027.

APPENDIX

Definitions

1. “Anti-Corruption Guidelines” means, for purposes of paragraph 5 of the Appendix to the General 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. “Beneficiary” means: (a) FUGs for purposes of Part 2.1(c)(iii) of the Project; (b) PUUs for purposes of Part 2.2 (c) of the Project; and (c) CIGs for purposes of Part 2.4 of the Project.
3. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
4. “CEP” means the Recipient’s Committee of Environmental Protection established and operating pursuant to the Recipient’s Decree No. 357 dated September 2, 2021.
5. “CEP-IT” means the CEP implementation team referred to in Section I.A.2 of Schedule 2 to this Agreement.
6. “CIGs” means common interest groups established and operating pursuant to the Recipient’s Law No. 347 dated January 5, 2008, “On public amateur authorities”.
7. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated January 18, 2022, as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Recipient shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.
8. “Environmental and Social Standards” or “ESSs” means, collectively: (i) “Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts”; (ii) “Environmental and Social Standard 2: Labor and Working Conditions”; (iii) “Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management”; (iv) “Environmental and Social Standard 4: Community Health and Safety”; (v) “Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement”; (vi) “Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources”; (vii) “Environmental and Social Standard 7: Indigenous Peoples/Sub-

Saharan Historically Underserved Traditional Local Communities”; (viii) “Environmental and Social Standard 8: Cultural Heritage”; (ix) “Environmental and Social Standard 9: Financial Intermediaries”; and (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Association.

9. “ESMF” means the Recipient’s environmental and social management framework for the Project to be adopted, maintained, and implemented throughout Project implementation, as set out in the ESCP, in accordance with the Environmental and Social Standards.
10. “Excluded Activities” means, collectively:
 - (a) any of the activities listed, or activities that produce and/or use materials listed, in the World Bank Group/International Finance Corporation Exclusion List (see https://www.ifc.org/wps/wcm/connect/topics_ext_content/ifc_external_corporate_site/sustainability-at-ifc/company-resources/ifcexclusionlist), and such other activities and/or materials listed in the POM and which are classified and referred to as part of the negative list in said manual;
 - (b) an investment that is classified as a high risk, in respect to potential environmental and social impacts, in accordance with the provisions of the POM and the ESMF;
 - (c) an investment that: involves large-scale physical and economic displacement as described in Land Acquisition, Restrictions on Land Use, or Involuntary Resettlement (as defined under ESS 5); that adversely impacts sensitive habitats and species as described in Biodiversity Conservation and Sustainable Management of Living Natural Resources (as defined under ESS 6); that adversely impacts Cultural Heritage (as defined under ESS 8); or that involves child or forced labor;
 - (d) an investment that involves the potential use of, or discharge into, any waterways as defined and applicable under World Bank Operational Policy 7.50 (or detailed design and engineering studies of such investment), as such waterways shall have been described more specifically in the POM; and
 - (e) an investment that involves any other exclusions agreed by the Bank and the Borrower as set forth in the POM.

11. “Forest Agency” means the Recipient’s forest agency under the Government of Republic of Tajikistan established and operating pursuant to the Recipient’s Decree No. 132 dated February 28, 2014.
12. “Forestry Code” means the Recipient’s Code published in the Recipient’s Official Gazette on August 2, 2011 No. 761.
13. “FUG” means a forest user group established and operating pursuant to the Forestry Code and the Recipient’s Statute of the Forestry Agency No. 132 dated February 28, 2014.
14. “GBAO” means Gorno-Badakhshan Autonomous Oblast, a region of the Recipient.
15. “General Conditions” means the “International Development Association General Conditions for IDA Financing, Investment Project Financing”, dated December 14, 2018 (revised on August 1, 2020, April 1, 2021 and January 1, 2022).
16. “ICSD” means the Interstate Commission on Sustainable Development, as more fully described in:
http://ec-ifas.waterunites-ca.org/aral_basin/institutions/mkur/index.html.
17. “JFM” means joint forest management as described in the Forestry Code and the Statute of the Forestry Agency under the Government of Republic of Tajikistan No. 132 dated February 28, 2014.
18. “LDN” means land degradation neutrality.
19. “MoF” means the Recipient’s Ministry of Finance or any successor thereto acceptable to the Association.
20. “MOU” means Memorandum of Understanding.
21. “Operating Costs” means the incremental operating expenditures incurred by the CEP on account of the Project implementation, management, monitoring and evaluation, including salaries of contractual staff (but excluding salaries of officials of the Recipient’s civil service) and the associated Social Charges, office rent, office materials and supplies, utilities, communication costs, transport and vehicle maintenance costs (including fuel), support for information systems, translation costs, bank charges and travel and per diem costs of the CEP staff and other reasonable expenditures directly associated with the implementation of the Project activities, all based on an annual budget acceptable to the Association.
22. “Participating Agencies” means the Forest Agency, and the PRT under the Ministry of Agriculture.

23. "PF" means the Recipient's process framework for the Project to be adopted, maintained, and implemented throughout Project implementation, as set out in the ESCP, in accordance with the Environmental and Social Standards.
24. "Procurement Regulations" means, for purposes of paragraph 87 of the Appendix to the General Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated November 2020.
25. "Project Operational Manual" or "POM" means the Recipient's operational manual acceptable to the Association and adopted by the Recipient, through CEP, pursuant to Section I.B.1 of Schedule 2 to the Financing Agreement, setting forth, *inter alia*: (a) the institutional, operational, and administrative Project responsibilities; (b) the disbursement, procurement, and financial management requirements; (c) selection and eligibility criteria for scholarships under Part 1.1(b)(ii) of the Project; and (d) the list of Project sites in Selected Locations.
26. "PRT" means the Recipient's Pasture Reclamation Trust under its Ministry of Agriculture, established and operating by order of the Ministry of Agriculture No. 104, dated September 18, 2017.
27. "PSC" means the Project Steering Committee referred to in Section I.A.1 of Schedule 2 to this Agreement.
28. "PUU" means a pasture user union established and operating pursuant the Recipient's Pasture Law published in the Official Gazette on June 20, 2019, No. 1618.
29. "RESILAND CA+ Program" means the Central Asia Resilient Landscapes Restoration Program which is designed to increase resilience of regional landscapes in Central Asia and set forth or referred to in the letter dated November 22, 2021 from the Recipient to the Association.
30. "Selected Locations" means the Project areas selected by the Recipient in consultation with the Association and other stakeholders following the procedures set forth in the Project Operational Manual, within the following districts of the Recipient: (i) Ayni; (ii) Panjekent; (iii) K. Mastchoh, (iv) Vanj; (v) Rushon; (vi) Shughnon; (vii) Murghab, (viii) Shahrituz; (ix) Nosir Khosrov; and (x) Qubodiyon.
31. "SFME" means state forest management entities established and operating pursuant to the established and operating pursuant to the Recipient's Decree No. 132 dated February 28, 2014.
32. "Signature Date" means the later of the two dates on which the Recipient and the Association signed this Agreement and such definition applies to all references to "the date of the Financing Agreement" in the General Conditions.

33. "SISPNA" means the Recipient's State Institution of the Specially Protected Natural Areas under CEP, established and operating pursuant to the Recipient's Decree dated September 2, 2021, No 357.
34. "Social Charges" means any payments or contributions for health benefits, unemployment benefits, disability insurance, workers' compensation benefits, retirement (pension or social security) benefits, and life insurance, or any other benefits according to the Recipient's legislation.
35. "Subgrant" means a grant made or to be made available to an eligible Beneficiary out of the proceeds of the Financing, in accordance with the criteria set forth in the Subgrants Manual to finance the cost of any given Subproject, including the cost of the technical designs for the Subproject.
36. "Subgrant Agreement" means any of the agreements referred to in Section I.C.2 of Schedule 2 to this Agreement.
37. "Subgrants Manual" means the manual prepared by the Recipient, satisfactory to the Association, setting forth rules, methods, guidelines and procedures for the carrying out of the activities under Parts 2.1(c)(iii), 2.2(c), and 2.4 of the Project, including, *inter alia*, the eligibility criteria (including the list of Excluded Activities), detailed rules and procedures for identification, registration, review and approval and selection of eligible Beneficiaries to receive Subgrants, as said manual may be amended from time to time with the agreement of the Association.
38. "Subgrant Committee" means a committee, established by the Recipient, which shall include *inter alia* representatives of relevant ministries, agencies, chamber of accounts and local governments, and with review and approval responsibilities and operational functions as set out in the Subgrants Manual.
39. "Subproject" means any of the investments and/or activities under Parts 2.1(c)(iii), 2.2(c), and 2.4 of the Project that meet the criteria set forth in the Subgrants Manual to be financed through a Subgrant to a Beneficiary.
40. "Training" means expenditures (other than those for consulting services) incurred in connection with study tours, training courses, seminars, workshops, and other training activities, not included under goods or service providers' contracts, including costs of training materials, space and equipment rental, travel, per diem costs for trainees and trainers and trainers' fees (as applicable), all based on an annual budget satisfactory to the Association.