



8/10/2020

Ms. Kristen Walker-Painemilla  
Managing Director, SVP of CI's Center for Communities and Conservation  
Conservation International  
2011 Crystal Drive, Suite 600  
Arlington, VA 2220  
United States of America

Re: SCF-FIP-DGM Grant No. TF0B3573  
Dedicated Grant Mechanism Program and Global Learning and Knowledge  
Exchange Project

Dear Ms. Walker:

In response to the request for financial assistance made on behalf of Conservation International Foundation ("Recipient"), I am pleased to inform you that the International Bank for Reconstruction and Development ("Bank"), acting as implementing entity of the Forest Investment Program ("FIP") under the Strategic Climate Fund ("SCF"), proposes to extend to the Recipient a grant in an amount not to exceed two million three hundred thousand United States Dollars (USD2,300,000) ("Grant") on the terms and conditions set forth or referred to in this letter agreement ("Agreement"), which includes the attached Annex, to assist in the financing of the project described in the Annex ("Project").

This Grant is funded out of the abovementioned trust fund for which the Bank receives periodic contributions from the donors ("Donors") to the FIP. In accordance with Section 3.02 of the Standard Conditions (as defined in the Annex to this Agreement), the 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.

The Recipient represents, by confirming its agreement below, that it is authorized to enter into this Agreement and to carry out the Project in accordance with the terms and conditions set forth or referred to in this Agreement.

Please confirm the Recipient's agreement to the foregoing by having an authorized official of the Recipient sign and date this Agreement, and returning one duly executed copy to the Bank.

Very truly yours,  
INTERNATIONAL BANK FOR  
RECONSTRUCTION AND DEVELOPMENT

By Kseniya Lvovsky

Kseniya Lvovsky  
Acting Global Director,  
Environment, Natural Resources and Blue Economy Global Practice

Kristen Walker-Painemilla

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Date: August 10, 2020

AGREED:  
CONSERVATION INTERNATIONAL FOUNDATION

By                     Kristen Walker-Painemilla                      
                    Authorized Representative

Name Kristen Walker-Painemilla

Title Managing Director, SVP of CI's Center for Communities and Conservation

Date                     14-Aug-2020                    

Enclosures:

- (1) "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
- (2) Disbursement and Financial Information Letter of the same date as this Agreement, together with the "Disbursement Guidelines for Investment Project Financing", dated February 2017
- (3) FIP Investment Criteria and Financing Modalities dated June 29, 2010
- (4) Framework Operational Guidelines of the DGM, dated September 12, 2013

**SCF-FIP Grant No. TF0B3573**  
**ANNEX**

**Article I**  
**Standard Conditions; Definitions**

1.01. **Standard Conditions.** The Standard Conditions (as defined in Section 1.02 below) constitute an integral part of this Agreement.

1.02. **Definitions.** Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the Standard Conditions and in this Section:

(a) “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 July 2016.

(b) “Bali Action Plan” means the decisions adopted by the Conference of the Parties at its thirtieth session in Bali in December 2007 to launch a comprehensive process to enable the full, effective and sustained implementation of the UNFCCC through long-term cooperative action.

(c) “Conference of the Parties” means the governing body of the UNFCCC, currently meeting once a year to review the progress of the UNFCCC.

(d) “Country Components” means the projects that will be implemented in each FIP Pilot Country that supports on the ground activities and capacity building for indigenous peoples and local communities.

(e) “Dedicated Grant Mechanism for Indigenous Peoples and Local Communities” or “DGM” means a mechanism created as a special window under the FIP to support full, effective and continuous participation of indigenous peoples and local communities in the design and implementation of the FIP as described in the FIP Design Document, consisting of this Project and the Country Components.

(f) “Environmental and Social Commitment Plan” or the acronym “ESCP” means the Recipient’s environmental and social commitment plan, acceptable to the Bank, dated May, 2020 which sets out a summary of the material measures and actions to address the potential environmental and social risks and impacts of the Project, including the timing of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any instruments to be prepared thereunder; as the ESCP may be revised from time to time, with prior written agreement of the Bank, and such term includes any annexes or schedules to such plan.

(g) “Environmental and Social Standards” 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”; (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Bank.

(h) “FIP Design Document” means the design document for the Forest Investment Program, approved by the Strategic Climate Fund Trust Fund Committee and issued on July 7, 2009, and as said design may be amended from time to time in accordance with its terms.

(i) “FIP Investment Criteria and Financing Modalities” means the document issued on June 29, 2010, which may be amended from time to time in accordance with its terms, detailing the investment criteria to guide the programming of FIP investments in selected pilots based on priority assessments and the financing modalities for those investments.

(j) “FIP Pilot Countries” means the countries and/or regional pilots selected for the FIP financing, in accordance with the eligibility criteria and selection process set forth in the FIP Design Document.

(k) “Forest Investment Program” or “FIP” means the program established under the Strategic Climate Fund in accordance with the SCF Governance Framework Document for the purposes set forth in the FIP Design Document.

(l) “Framework Operational Guidelines of the DGM” is the document dated September 12, 2013, which may be amended from time to time in accordance with its terms under the direction of the GSC, providing an overview of the DGM, its objectives, principles, overarching grant eligibility criteria, grant-making procedures, and grievance redress, and the role of different institutions in the governance of the program. For the avoidance of doubt, the term “Global Component” referred to in the Framework Operational Guidelines of the DGM means the Project.

(m) “Global Steering Committee” or “GSC” means a global steering committee that will oversee the Project and provide its strategic oversight and monitor implementation.

(n) “Indigenous Peoples” has the meaning given to it in the World Bank’s Environmental and Social Standards.

(o) “Local Communities” has no set definition and the definition varies in each country. According to the Convention on Biological Diversity (2006), while the issue of cultural identity is a multidimensional and complex issue, self-identification is the most appropriate way to establish who may be indigenous and local and/or traditional communities.

(p) “National Steering Committee” means a committee that will oversee the implementation of the Country Components in each FIP Pilot Country.

(q) “NEA” means a national executing agency that will work as the secretariat and facilitate the National Steering Committee to discharge its responsibilities for the respective Country Components.

(r) “Operations Manual” means the manual, satisfactory to the World Bank, setting forth the policies and guidelines as well as comprehensive operating procedures for the Project, as the same may be amended from time to time by agreement between the World Bank and the Recipient.

(s) “Operating Costs” means the reasonable costs of organizational administrative expenditures required for the management of the Project, including consumable materials and supplies, utilities fees, insurance, communications, advertising, printing and stationery costs, office equipment operation and maintenance, charges for opening and operating bank accounts required for the Project, travel, lodging and per diems allowances for Project staff for Project implementation support, and salaries of employees of the Recipient other than externally hired consultants excluding consulting services, goods and costs of Training, Workshops and Seminars.

(t) “Procurement Regulations” means, for purposes of paragraph 20 of the Appendix to the Standard Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated July 2016, revised November 2017 and August 2018.

(u) “Reducing Deforestation and Forestation Degradation” or “REDD” as used in this document has the meaning assigned to it in the FIP Design Document, as set forth in footnote 1 of that document. For the purposes of the FIP, REDD means REDD+ and should be construed to include activities consistent with paragraphs 1(b) (iii) of the Bali Action Plan and modified, as necessary, to be consistent with the decision taken by the Conference of the Parties to the UNFCCC.

(v) “SCF Governance Framework Document” means the Governance Framework of the SCF, adopted by the SCF Trust Fund Committee at the joint meeting of the Trust Fund Committees for SCF and the CTF on November 18, 2008, and amended on December 28, 2011.

(w) “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.

(x) “Strategic Climate Fund Trust Fund Committee” means the trust fund committee of the SCF, established in accordance with paragraph 14 through 25 of the SCF Governance Framework Document.

(y) “Training, Workshops and Seminars” means the costs associated with training, workshops, meetings, seminars, and dissemination carried out under the Project, including travel and subsistence costs for participants, consulting services fees and travel for trainers, interpretation/translation services, rental of facilities, preparation and production of materials including web-based, and any other costs relating to training, workshops and seminars that are agreed upon by the Bank and the Recipient, excluding consulting services, goods and Operating Costs. “UNFCCC” means the United Nations Framework Convention on Climate Change, adopted in 1992 and came into force in March 1994, with an objective to stabilize greenhouse gas concentration in the atmosphere at a level that would prevent dangerous anthropogenic interference with the climate system.

## **Article II**

### **Project Execution**

2.01. ***Project Objectives and Description.*** The objectives of the Project strengthen networks and partnerships for Dedicated Grant Mechanism (“DGM”) Indigenous Peoples and Local Communities (“IPLCs”) at regional and global levels. The Project consists of the following parts:

#### Part 1. Global and Regional Learning

Organizing and facilitating knowledge exchange, learning, and capacity building on forests and climate change issues at regional and global levels, including: (a) organizing global capacity building and learning exchanges to learn from the successful implementation of community-led DGM projects and other relevant experiences; and (b) organizing a series of bilateral short-term targeted exchanges to DGM country projects to share IPLC expertise and experiences between DGM countries and across regions.

#### Part 2. Governance and Partnerships

Carrying out of a program of activities to enable the Global Steering Committee (GSC) to fulfill its role within the DGM, including: (a) facilitating the conduct of GSC meetings and the GSC election process, the preparation of DGM documents, and other activities designed to enable the GSC to fulfill its role as the overall governing body of the DGM; and (b) facilitating the engagements of DGM IPLC partners at relevant international policy dialogues, forums and processes including but not limited to United Nations Framework Convention on Climate Change (UNFCCC), United Nations Permanent Forum on Indigenous Issues (UNPFII), International Indigenous Peoples Forum on Climate Change (IIPFCC), and Forest Carbon Partnership Facility (FCPF).

#### Part 3. Monitoring, Reporting, Grievance Redress Mechanism and Communications

Provision of technical and operational assistance for the purposes of: (a) monitoring and reporting on the implementation of Project activities; (b) maintaining and facilitating the operation of a global DGM grievance redress mechanism; (c) carrying out communication and knowledge management activities at the global DGM level and (d) provision of secretariat services to the GSC.

#### Part 4. Project Management

Provision of technical and operational assistance for the carrying out of management, strategic planning, and administrative coordination activities required to ensure the successful implementation of the Project.

2.02. ***Project Execution Generally.*** The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall carry out the Project in accordance with the provisions of: (a) Article II of the Standard Conditions; (b) the Anti-Corruption Guidelines; (c) this Article II; (d) FIP Investment Criteria and Financing Modalities; (e) the Framework Operational Guidelines of the DGM; and (f) the Operations Manual (provided that in case of any inconsistency between the provisions of the OM and the provisions of this Agreement, the latter shall prevail).

#### 2.03. ***Institutional and Other Arrangements***

Without limitation upon the provisions of Section 2.02, the Recipient shall:

(a) (i) provide secretariat functions to the GSC; (ii) have responsibility for the overall communications and outreach activities of the DGM; (iii) coordinate actively with the NEAs in the DGM countries to develop and apply a monitoring framework and report on the implementation progress of the Project; and (iv) liaise with global partners working on similar issues to enhance synergies and learning opportunities through the DGM, including United Nations REDD Programme (UN-REDD), Forest Carbon Partnership Facility (FCPF), International Fund for Agricultural Development (IFAD), Global Environment Facility (GEF), international foundations and others; and.

(b) provide an annual work program and budget (AWPB) to be submitted no later than April 30 of the year preceding the fiscal year when the work plan should be implemented, and thereafter ensure that the project is carried out in accordance with such AWPB.

2.04. *Environmental and Social Standards*

(a) The Recipient shall ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Bank.

(b) Without limitation upon paragraph (a) above, the Recipient shall ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan ("ESCP"), in a manner acceptable to the Bank. To this end, the Recipient shall ensure that:

(i) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, and as further specified in the ESCP;

(ii) sufficient funds are available to cover the costs of implementing the ESCP, the Bank and the Recipient may amend the Grant as necessary to cover the cost of implementing the ESCP;

(iii) policies, procedures and qualified staff are maintained to enable it to implement the ESCP, as further specified in the ESCP; and

(iv) the ESCP or any provision thereof, is not amended, revised or waived, except as the Bank shall otherwise agree in writing and the Recipient has, thereafter, disclosed the revised ESCP.

In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.

(c) The Recipient shall:

(i) take all measures necessary on its part to collect, compile, and furnish to the Bank through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Bank, information on the status of compliance with the ESCP and the management tools and instruments referred to therein, all such reports in form and substance acceptable to the Bank, setting out, inter alia: (A) the status of implementation of the ESCP; (B) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (C) corrective and preventive measures taken or required to be taken to address such conditions; and

(ii) promptly notify the Bank 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 instruments referenced therein and the Environmental and Social Standards.

(d) The Recipient shall maintain and publicize the availability of a grievance redress mechanism, in form and substance satisfactory to the Bank, to hear and determine fairly and in good faith all complaints raised in relation to the Project and take all measures necessary to implement the determinations made by such mechanism in a manner satisfactory to the Bank.

2.05. Project Monitoring, Reporting and Evaluation.

- (a) The Recipient shall ensure that each Project Report is furnished to the Bank not later than sixty (60) days after each calendar semester ending June 30 and December 31, covering the activities of the Project during the calendar semester. The Report will also include activities of the DGM country projects, based on information provided by the NEAs.
- (b) The Recipient shall also furnish to the Bank an annual report on the Project, in form and substance satisfactory to the Bank, not later than ninety (90) days after the end of each year ending June 30. For the purposes of this Section 2.05 as well as for the purposes of Section 2.06 of the Standard Conditions, the indicators acceptable to the Bank are those that are included in the Operations Manual.

**Article III**  
**Withdrawal of Grant Proceeds**

3.01. **Eligible Expenditures.** 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 consulting services, non-consulting services, goods, Training, Workshops and Seminars, and Operating Costs, inclusive of Taxes.

3.02. **Withdrawal Conditions.** Notwithstanding the provisions of Section 3.01 of this Agreement, 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 \$232,400 may be made for payments made prior to this date but on or after April 1, 2020.

3.03. **Withdrawal Period.** The Closing Date is June 30, 2023.

**Article IV**  
**Effectiveness; Termination**

4.01 This Agreement shall not become effective until the Recipient has furnished to the Bank a copy of the Operations Manual, in form and substance satisfactory to the Bank.

4.02. Except as the Recipient and the Bank shall otherwise agree, this Agreement shall enter into effect on the date upon which the 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 Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if this Agreement had been effective, the Bank may postpone the dispatch of the notice referred to in this Section until such event (or events) has (or have) ceased to exist.

4.03. **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 90 days after the date of this Agreement, unless the Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The Bank shall promptly notify the Recipient of such later date.



**Article V**  
**Recipient's Representative; Addresses**

5.01. **Recipient's Representative.** The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is its Managing Director, SVP

5.02. **Recipient's Address.** For purposes of Section 7.01 of the Standard Conditions: (a) the Recipient's Address is:

2011 Crystal Drive, Suite 600; Arlington, VA 22202, USA; and

(b) the Recipient's Electronic Address is:

**Jessica Leas**

Senior Director, Grant Capacity Development

[jleas@conservation.org](mailto:jleas@conservation.org)

**Linda Esen**

Senior Director, Award Management Services

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Managing Director Dedicated Grant Mechanism Global Executing Agency

[lbarquin@conservation.org](mailto:lbarquin@conservation.org)

**General email:** [infogpp@conservation.org](mailto:infogpp@conservation.org)

5.03. **Bank's Address.** 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:

Facsimile: [mshakirova@worldbank.org](mailto:mshakirova@worldbank.org)

1-202-477-6391

64145 (MCI)]