

CONFORMED COPY

GEF TRUST FUND GRANT NUMBER TF097157

Global Environmental Facility Trust Fund Grant Agreement

(Goiás GEF Sustainable *Cerrado* Project)

between

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

and

STATE OF GOIÁS

Dated June 14, 2010

GEF TRUST FUND GRANT NUMBER TF097157

GLOBAL ENVIRONMENT FACILITY TRUST FUND GRANT AGREEMENT

AGREEMENT dated June 14, 2010, entered into between:

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (“World Bank”), acting as an implementing agency of the Global Environment Facility (“GEF”); and STATE OF GOIÁS (“Recipient”).

The Recipient and the World Bank, under the Sustainable *Cerrado* Initiative, hereby agree as follows:

ARTICLE I – STANDARD CONDITIONS; DEFINITIONS

- 1.01. The Standard Conditions for Grants Made by the World Bank Out of Various Funds, dated July 1, 2008 (“Standard Conditions”), with the modifications set forth 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 the Appendix to this Agreement.

ARTICLE II – THE PROJECT

- 2.01. The Recipient declares its commitment to the objective of the project described in Schedule 1 to this Agreement (“Project”). To this end, the Recipient shall carry out the Project, through SEMARH, in accordance with the provisions of Article II of the Standard Conditions.
- 2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the Recipient and the World Bank shall otherwise agree, the Recipient shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

ARTICLE III – THE GRANT

- 3.01. The World Bank agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement and to assist in financing the Project, a grant in an amount equal to three million United States Dollars (\$3,000,000) (“Grant”).
- 3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section IV of Schedule 2 to this Agreement. The Recipient’s Representative for purposes of taking any action required or permitted to be taken pursuant to this Section is the Recipient’s Secretary of Environment and Water Resources.

ARTICLE IV – ADDITIONAL REMEDIES

- 4.01. The Additional Events of Suspension referred to in Section 4.02 (i) of the Standard Conditions consist of the following:
 - (a) The World Bank has declared the Recipient ineligible to be awarded a contract financed by the World Bank.
 - (b) The Sustainable *Cerrado* Initiative Committee Legislation has been amended, suspended, abrogated, repealed, waived or not complied with so as to affect, in the opinion of the World Bank, materially and adversely the ability of said Sustainable *Cerrado* Initiative Committee or of the Recipient to perform any obligation under this Agreement.
 - (c) The Sustainable *Cerrado* Program Legislation has been amended, suspended, abrogated, repealed, waived or not complied with so as to affect, in the opinion of the World Bank, materially and adversely the ability of the Recipient to perform any obligation under this Agreement.

ARTICLE V – EFFECTIVENESS; TERMINATION

- 5.01. 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 have been duly authorized or ratified by all necessary governmental and corporate action.
 - (b) The Operational Manual has been adopted by the Recipient in form and substance satisfactory to the World Bank.

- (c) The Project Coordination Unit has been duly created by the Recipient in form and substance satisfactory to the World Bank.
- 5.02. As part of the evidence to be furnished pursuant to Section 5.01 (a) of this Agreement, there shall be furnished to the World Bank an opinion or opinions satisfactory to the World Bank, of counsel acceptable to the World Bank, showing the following matters, namely that, on behalf of the Recipient, 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.
- 5.03. 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 5.01 of this Agreement (“Effective Date”). If, before the Effective Date, any event has occurred which would have entitled the World Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if this Agreement had been effective, the World Bank may postpone the dispatch of the notice referred to in this Section until such event (or events) has (or have) ceased to exist.
- 5.04. *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 90 days after the date of this Agreement, unless the World Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The World Bank shall promptly notify the Recipient of such later date.

ARTICLE VI – RECIPIENT’ REPRESENTATIVE; ADDRESSES

- 6.01. The Recipient’s Representative referred to in Section 7.02 of the Standard Conditions is its Governor.
- 6.02. The Recipient’s Address referred to in Section 7.01 of the Standard Conditions is:

Secretaria de Meio Ambiente e Recursos Hídricos - SEMARH
Rua 82, Palácio Pedro Ludovico Teixeira, 1º andar, Ala Leste
Goiania, 74015-908, GO
Brazil
Facsimile: (55 – 62) 3201-5174 and 3201-6977

With copy to:

SEAIN - Secretaria de Assuntos Internacionais do
Ministério do Planejamento, Orçamento e Gestão
Esplanada dos Ministérios - Bloco K - 5º andar
70040-906 Brasília, DF
Brazil
Facsimile: (55-61) 2020-5006

And with copy to:

MMA – Secretaria de Biodiversidade e Florestas
Esplanada dos Ministérios, Bloco B, 7º andar
Brasília, DF, 70068-901
Brazil
Facsimile: (55-61) 40 09 12 13

- 6.03. 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:	Telex:	Facsimile:
INTBAFRAD Washington, D.C.	248423 (MCI) or 64145 (MCI)	1-202-477-6391

AGREED at Brasilia, Federative Republic of Brazil, as of the day and year first above written.

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

By /s/ Makhtar Diop

Authorized Representative

STATE OF GOIÁS

By /s/ Anderson Máximo de Holanda

Authorized Representative

SCHEDULE 1

Project Description

The objective of the Project is to enhance biodiversity conservation in, and improve environmental and natural resource management of, the *Cerrado* in the territory of the Recipient, through appropriate policies and practices.

The Project consists of the following Components:

Component 1. Biodiversity Protection by Creation, Expansion and Consolidation of Protected Areas within the *Paraná-Pirineus* Corridor and the Environmental Protection Area of *João Leite*

Support: (a) the identification and creation of new environmental protection areas in areas of high biological importance in the *Paraná-Pirineus* Corridor and the Environmental Protection Area of *João Leite*; and (b) the consolidation of existing protected areas within the *Paraná-Pirineus* Corridor and within selected areas in the Recipient's territory identified as highly important for biodiversity conservation.

Component 2. Sustainable Use of the Production Landscape within the *Paraná-Pirineus* Corridor and the Environmental Protection Area of *João Leite*

Enhance: (a) connectivity among *Cerrado* Biome fragments through the implementation of land easement mechanisms complementary to the Member Country's forestry code, the promotion of the agglomeration of off-site legal reserves in distinct landholdings as well as the connectivity of the legal reserves with the areas of permanent preservations, particularly in riparian forests; and (b) active participation by private sector and civil society, including local communities, in environmental management and sustainable use of the *Cerrado* natural resources, including the definition of legal mechanisms and policies for the implementation of a trading system for legal reserves among landowners with, *inter alia*, the inclusion of a multi-tool strategy to incorporate smart subsidies, geographic information monitoring system, cost-benefit analysis, continued education and awareness to encourage the participation of private landowners in said trading system.

Component 3. Institutional Strengthening and Policy Development

Strengthen: (a) the Recipient's environmental institutions in order to enhance their technical and analytical capacity for joint adaptative management of the *Cerrado* Biome within the *Paraná-Pirineus* Corridor and the Environmental Protection Area of *João Leite*; (b) civil society organizations in order to enhance their technical and analytical capacity for participative and active management of the *Cerrado* Biome within the *Paraná-Pirineus* Corridor and the Environmental Protection Area of *João Leite*; and

(c) policy development and definition of complementary legal instruments necessary for the implementation of an operational trading system for legal reserves in the Recipient's territory.

Component 4. Environmental Monitoring of Rural Properties in the *Cerrado* Biome in Goiás

Support the development of an environmental monitoring system capable of providing accurate and timely information to decision makers in the Recipient's environmental institutions for environmental management and to the general public through the establishment of an environmental information system updated periodically, monitored and freely available to the public.

Component 5. Project Coordination, Monitoring and Evaluation

Ensure adequate coordination and management of the Project, through appropriate financial management, procurement and audit activities as well as training, planning, monitoring, evaluation and communication of results to be carried out by the Project Coordination Unit within SEMARH.

SCHEDULE 2

Project Execution

Section I. Institutional and Other Arrangements

A. Institutional Arrangements

1. The Recipient shall ensure, until the completion of the execution of the Project that the Project Coordination Unit in charge of the daily implementation, coordination, monitoring and evaluation of the Project is maintained within SEMARH, and has competent staff in adequate numbers, under terms of reference and with qualifications and experience satisfactory to the World Bank, hired, when applicable, in accordance with the provisions of Section III below including the following key staff: a coordinator, a deputy coordinator, a financial management specialist, a procurement specialist and five technical and administrative staff.
2. The Recipient, through SEMARH, shall carry out the Project in accordance with the Operational Manual, including the Environmental Management Framework for the Initiative, the Environmental Assessment, the Resettlement Framework for the Initiative, the Resettlement Framework for the Highway Program, the Indigenous Peoples Planning Framework for the Initiative and the Procurement Plan, and except as the World Bank shall otherwise agree, shall not amend or waive any provision of these documents without the World Bank's prior written approval. In case of any conflict between the terms of said documents and those of this Agreement, the terms of this Agreement shall prevail.
3. The Recipient, through the Project Coordination Unit, shall prepare and furnish to the World Bank on or about each November 30, commencing on any such date after the Effective Date, or such other date as the World Bank shall agree upon, an annual operational plan (the Annual Operational Plan) for the Project and thereafter implement the Project during the following twelve months in accordance with said Annual Operational Plan.
4. On or about January 31, 2012, or such other date as the World Bank shall agree upon, the Recipient shall, through the Project Coordination Unit: (a) carry out jointly with the World Bank a mid-term review of the implementation of operations under the Project (Midterm Review), covering the progress achieved in the implementation of the Project; and (b) following such Midterm Review, act promptly and diligently to take any corrective action as shall be recommended by the World Bank.

B. Anti-Corruption

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

C. Safeguards

1. Environmental Management Framework for the Initiative and Environmental Assessment

The Recipient shall , through the Project Coordination Unit, carry out the Project or cause the Project to be carried out in accordance with the provisions and requirements of the Environmental Management Framework for the Initiative and the Environmental Assessment (including provisions for chance finding of cultural property, forests, and natural habitats).

2. Resettlement Framework for the Initiative and Resettlement Framework for the Highway Program

The Recipient shall , through the Project Coordination Unit, carry out the Project or cause the Project to be carried out in accordance with the provisions and requirements of the Resettlement Framework for the Initiative and the Resettlement Framework for the Highway Program.

3. Indigenous Peoples Planning Framework for the Initiative

The Recipient shall , through the Project Coordination Unit, carry out the Project or cause the Project to be carried out in accordance with the provisions and requirements of the Indigenous Peoples Planning Framework for the Initiative.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports; Completion Report

1. The Recipient shall, through the Project Coordination Unit, 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 set forth in the Operational Manual. Each Project Report shall cover the period of one calendar semester, and shall be furnished to the World Bank not later than one month after the end of the period covered by such report.
2. The Recipient shall, through the Project Coordination Unit, 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 months after the Closing Date. In order to assist the

Recipient in preparing the Completion Report, the Recipient shall employ consultants whose qualifications, experience and terms of reference are acceptable to the World Bank.

B. Financial Management; Financial Reports; Audits

1. The Recipient, through the Project Coordination Unit, 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, through the Project Coordination Unit, shall ensure that interim unaudited financial reports for the Project are prepared and furnished to the World Bank not later than forty-five days after the end of each calendar quarter, covering the quarter, in form and substance satisfactory to the World Bank.
3. The Recipient, through the Project Coordination Unit, shall have the Financial Statements for the Project audited in accordance with the provisions of Section 2.07 (b) of the Standard Conditions. Each audit of the Financial Statements shall cover the period of one fiscal year of the Recipient. The audited Financial Statements for each such period shall be furnished to the World Bank not later than six months after the end of such period.

Section III. Procurement

A. General

1. **Procurement and Consultant Guidelines.** All goods, works, non-consultants' services and consultants' services required for the Project and to be financed out of the proceeds of the Grant shall be procured in accordance with the requirements set forth or referred to in:
 - (a) Section I of the "Guidelines for Procurement under IBRD Loans and IDA Credits" published by the World Bank in May 2004 and revised in October 2006 ("Procurement Guidelines") in the case of goods, works and non-consultants' services, and Sections I and IV of the "Guidelines: Selection and Employment of Consultants by World Bank Recipients" published by the World Bank in May 2004 and revised in October 2006 ("Consultant Guidelines") in the case of consultants' services; and
 - (b) the provisions of this Section III, as the same shall be elaborated in the procurement plan prepared and updated from time to time by the Recipient for the Project in accordance with paragraph 1.16 of the Procurement Guidelines and paragraph 1.24 of the Consultant Guidelines ("Procurement Plan").

2. **Definitions.** The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the World Bank of particular contracts, refer to the corresponding method described in the Procurement Guidelines, or Consultant Guidelines, as the case may be.

B. Particular Methods of Procurement of Goods, Works and Non-Consultants' Services

1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods, works and non-consultants' services shall be procured under contracts awarded on the basis of International Competitive Bidding.

2. **Other Methods of Procurement of Goods, Works and Non-Consultants' Services.** The following table specifies the methods of procurement, other than International Competitive Bidding, which may be used for goods, works and non-consultants' services. The Procurement Plan shall specify the circumstances under which such methods may be used.

Procurement Method
(a) National Competitive Bidding
(b) Shopping
(c) Direct Contracting

Contracts awarded on the basis of National Competitive Bidding are subject to the following additional provisions, namely the bidding documents shall be acceptable to the World Bank.

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 table specifies the methods of procurement, other than Quality and Cost-based Selection, which may be used for consultants' services. The Procurement Plan shall specify the circumstances under which such methods may be used.

Procurement Method
(a) Quality-based Selection
(b) Selection under a Fixed Budget
(c) Least-Cost Selection
(d) Selection based on Consultants' Qualifications
(e) Single-source Selection

(f) Procedures set forth in Paragraphs 5.2 and 5.3 of the Consultant Guidelines for the Selection of Individual Consultants
(g) Sole Source Procedures for the Selection of Individual Consultants

D. Review by the World Bank of Procurement Decisions

1. 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.
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	Amount of the Grant Allocated (expressed in USD)	Percentage of Expenditures to be Financed inclusive of Taxes
(1) Goods, Works, Non-consultants’ Services, Consultants’ Services, Workshops and Training	2,700,000	100%
(2) Operating Costs for the Project Coordination Unit	300,000	100%
TOTAL AMOUNT	3,000,000	

3. For the purposes of this table:

- (a) the term “Workshops and Training” means: (i) training materials and rental of training facilities; and (ii) reasonable fees, travel, accommodation and per diem of trainers, training institutions and trainees;
- (b) the term “Operating Costs” means recurrent costs associated with the coordination and implementation of the Project by the Recipient, through the Project Coordination Unit, including: (i) operation and maintenance of vehicles, repairs, fuel and spare parts; (ii) equipment and computer maintenance; (iii) shipment costs (whenever these costs are not included in the cost of goods); (iv) office supplies and equipment; (v) rent for office facilities; (vi) utilities; (vii) travel, accommodation and per diem costs for technical staff carrying out supervisory and quality control activities; (viii) communication costs including advertisement for procurement purposes; and (ix) all costs associated with audits; and
- (c) the term “Non-consultants Services” means the reasonable expenditures incurred on account of Project implementation to cover reasonable costs of rental of software, data collection services and other services which are not rendered by consultants and which are not covered in the definitions of Workshops and Training and Operating Costs as set forth in paragraphs (a) and (b) above.

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 \$300,000 equivalent may be made for payments made during the twelve months immediately before this date for Eligible Expenditures under Categories (1) and (2).
- 2. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is June 30, 2013.

Section V. Other Undertakings

The Recipient, through the Project Coordination Unit, shall no later than six months after the Effective Date, hire the independent auditors required for the audits referred to in Section II.B.3 above, under terms of reference and with qualifications and experience satisfactory to the World Bank and in accordance with the provisions of Section III above.

APPENDIX

Modifications to the Standard Conditions - Definitions

Section I. **Modification to the Standard Conditions**

The Standard Conditions are modified as follows:

1. The reference to “Member Country” in the Standard Conditions and in this Agreement means the Federative Republic of Brazil.
2. The provisions of Section 5.03, *Arbitration*, are deleted in their entirety and replaced by the following:

"Section 5.03. *Arbitration*. Any dispute, controversy, or claim arising out of or relating to the Grant Agreement, which has not been settled by agreement of the parties, shall be submitted to arbitration in accordance with the UNCITRAL Arbitration Rules in effect on the date of the Grant Agreement, and the following provisions: (a) the appointing authority shall be the Secretary-General of the Permanent Court of Arbitration; and (b) the language of the arbitral proceedings shall be English."

Section II. **Definitions**

1. “Annual Operational Plan” means each plan referred to in Section I.A.3 of Schedule 2 to this Agreement.
2. “Anti-Corruption Guidelines” means the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006.
3. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
4. “*Cerrado*” means the collection of ecosystems that composes the *Cerrado* Biome.
5. “*Cerrado* Biome” means a savannah and dry forest biome in the central highlands of the Member Country’s territory which covers an area equivalent to 200 million hectares.

6. “Consultant Guidelines” means the “Guidelines: Selection and Employment of Consultants by World Bank Recipients” published by the World Bank in May 2004 and revised in October 2006.
7. “Effective Date” means the date so-referred to in Section 5.03 of this Agreement.
8. “Environmental Management Framework for the Initiative” means a planning framework for environment, pest management and cultural property chance finding, satisfactory to the World Bank, prepared in the context of the Sustainable *Cerrado* Initiative for the purposes of mitigating any adverse impact on the environment, pest management and cultural property as a result of the Sustainable *Cerrado* Initiative and the Sustainable *Cerrado* Initiative Related Projects, including this Project, dated May 1, 2008, published and available to the public on the website <http://www.mma.gov.br>, as said framework may be amended from time to time with the World Bank’s prior approval.
9. “Environmental Assessment” means the document satisfactory to the World Bank, dated June 28, 2007 prepared by the Recipient for each relevant activity under the Project in accordance with the Environmental Management Framework for the Initiative, published and available to the public on the website <http://www.semarh.goias.gov.br>, as said framework may be amended from time to time with the World Bank’s prior approval and which contains protection measures for the environment, pest management and cultural property in respect of the Project, including identification of existing environmental, pest management or cultural property conditions and potential direct and indirect impacts from the carrying out of the Project, recommendation of mitigation measures for each negative impact identified, as well as measures for enhancing each identified positive impact.
10. “Environmental Protection Area of *João Leite*” means a protected area of sustainable use within the Recipient’s territory as created and operating under the Recipient’s Decree No. 5704 dated December 27, 2002.
11. “Indigenous Peoples Planning Framework for the Initiative” means a planning framework for indigenous peoples, satisfactory to the World Bank, prepared in the context of the Sustainable *Cerrado* Initiative for the purposes of mitigating any adverse impact on indigenous peoples as a result of the Sustainable *Cerrado* Initiative and the Sustainable *Cerrado* Initiative Related Projects, including this Project, dated April 29, 2008, published and available to the public on the website <http://www.mma.gov.br>, as said framework may be amended from time to time with the World Bank’s prior approval.
12. “Member Country” has the meaning set forth in Section I.1 of this Appendix.
13. “MMA” means the Member Country’s Ministry of Environment.

14. “Operational Manual” means the operational manual for the Project, satisfactory to the World Bank, to be adopted by the Recipient through SEMARH and which shall contain, *inter alia*: (i) the functions and responsibilities for the personnel of the Project Coordination Unit in charge of daily Project implementation, coordination, monitoring and evaluation; (ii) the procedures for procurement of works, goods and services for the Project, as well as for financial management and audits of the Project; (iii) the indicators to be used in the monitoring and evaluation of the Project; (iv) flow and disbursement arrangements of Project funds; (v) the staffing plan for the Project Coordination Unit; (vi) the annual operational plan for the first year of the Project; and (viii) the Environmental Management Framework for the Initiative, the Environmental Assessment, the Resettlement Framework for the Initiative, the Resettlement Framework for the Highway Program, the Indigenous Peoples Planning Framework for the Initiative and the Procurement Plan.
15. “*Paraná-Pirineus* Corridor” means an ecological corridor in the Member Country’s territory with a total approximate area of 9.9 million hectares within the river basins of *Paraná* and *Tocantins*, as further detailed in the Operational Manual.
16. “Procurement Guidelines” means the “Guidelines: Procurement under IBRD Loans and IDA Credits” published by the World Bank in May 2004 and revised in October 2006.
17. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated February 25, 2010 and referred to in paragraph 1.16 of the Procurement Guidelines and paragraph 1.24 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.
18. “Project Coordination Unit” means a unit within the administrative structure of SEMARH in charge of the day-to-day implementation, coordination, monitoring and evaluation of the Project, as established and operating under an adequate legal regulation to be adopted by the Recipient.
19. “Resettlement Framework for the Highway Program” means a planning framework for involuntary resettlement, satisfactory to the World Bank, containing the principles and policies that shall apply to the preparation and carrying out of any resettlement measure as a result of this Project, dated June 28, 2007, published and available to the public on the website <http://www.semarh.goias.gov.br>, as said framework may be amended from time to time with the World Bank’s prior approval.
20. “Resettlement Framework for the Initiative” means a planning framework for involuntary resettlement, satisfactory to the World Bank, prepared in the context

of the Sustainable *Cerrado* Initiative containing the principles and policies that shall apply to the preparation and carrying out of any resettlement measure as a result of the Sustainable *Cerrado* Initiative and the Sustainable *Cerrado* Initiative Related Projects, including this Project, dated May 13, 2008, published and available to the public on the website <http://www.mma.gov.br>, as said framework may be amended from time to time with the World Bank's prior approval.

21. "SEMARH" means *Secretaria de Meio Ambiente e Recursos Hídricos do Estado de Goiás*, the Recipient's Secretariat of Environment and Water Resources, as established and operating under the Recipient's Decree No.16272, dated May 31, 2008.
22. "Sustainable *Cerrado* Initiative" means an umbrella project supported by a grant from the Global Environment Facility Trust Fund in the amount of USD 13 Million, the resources of which will be used to support four Projects ("Sustainable *Cerrado* Initiative Related Projects"), including the Goiás Sustainable *Cerrado* Project under this Agreement.
23. "Sustainable *Cerrado* Initiative Committee" means *Comitê da Iniciativa Cerrado Sustentável*, a committee created by MMA and including representatives from public and private institutions.
24. "Sustainable *Cerrado* Initiative Committee Legislation" means the regulation (*Portaria*) No. 327 dated June 14, 2007, adopted by MMA for the creation of said Sustainable *Cerrado* Initiative Committee.
25. "Sustainable *Cerrado* Initiative Related Projects" means each and all the Projects which will be approved by the World Bank as a consequence of the Sustainable *Cerrado* Initiative, including the Goiás Sustainable *Cerrado* Project under this Agreement.
26. "Sustainable *Cerrado* Program" means *Programa Cerrado Sustentável* or *Programa Nacional para a Conservação e Uso Sustentável do Bioma Cerrado*, the Member Country's national program for the conservation and sustainable use of the *Cerrado* Biome.
27. "Sustainable *Cerrado* Program Legislation" means the Member Country's Decree No. 5.577, dated November 8, 2005.