

GEF GRANT NUMBER TF0B5182

*Global Environment Facility*  
**Grant Agreement**

(Second Additional Financing for the Forest Conservation and Sustainability in the  
Heart of the Colombian Amazon Project)

between

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

and

PATRIMONIO NATURAL FONDO PARA LA BIODIVERSIDAD Y AREAS  
PROTEGIDAS – PNF

**GLOBAL ENVIRONMENT FACILITY  
GRANT AGREEMENT**

AGREEMENT dated as of the Signature Date between PATRIMONIO NATURAL FONDO PARA LA BIODIVERSIDAD Y AREAS PROTEGIDAS – PNF (“Recipient”) and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (“World Bank” or “Bank”), acting as an implementing agency of the Global Environment Facility (“GEF”). The Recipient and the Bank hereby agree as follows:

**Article I  
Standard Conditions; Definitions**

- 1.01. The Standard Conditions (as defined in the Appendix to this Agreement) apply to and form part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the 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:
  - (a) carry out Part 1 of the Project with the assistance of PNN, CDA, CORPOAMAZONIA, and Minambiente;
  - (b) carry out Parts 2.A(ii), 2.A(iii), 2.B, 2.C, and 2.D (v) of the Project with the assistance of Minambiente, SINCHI, CDA and CORPOAMAZONIA;
  - (c) carry out Parts 3.A (ii), 3.A(iv), and 3.B of the Project with the assistance of Minambiente, SINCHI, CDA and CORPOAMAZONIA;
  - (d) cause SINCHI to carry out Parts 2.A(i), , 2.D (i), 2.D (ii), 2.D (iii) and 2.D (iv), 3.A(i), 3.A (iii), and 4.F of the Project with the assistance of Minambiente, IDEAM, CDA, CORPOAMAZONIA and PNN; and
  - (e) carry out Part 4.A, 4.B, 4.C, 4.D, and 4.E of the Project with the assistance of Minambiente, IDEAM, PNN, SINCHI, CDA, and CORPOAMAZONIA;

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

### **Article III The Grant**

- 3.01. The Bank agrees to extend to the Recipient a grant in an amount not to exceed eighteen million three hundred sixty-six thousand and nine hundred seventy-two United States Dollars (\$18,366,972) (“Grant”) to assist in financing the Project.
- 3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section III of Schedule 2 to this Agreement.
- 3.03. The Grant is funded out of the abovementioned trust fund for which the Bank receives periodic contributions from the donors to the trust fund. In accordance with Section 3.02 of the Standard Conditions, the Bank’s payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the donors under the abovementioned trust fund, and the Recipient’s right to withdraw the Grant proceeds is subject to the availability of such funds.

### **Article IV Additional Remedies**

- 4.01. The Additional Events of Suspension referred to in Section 4.02 (k) of the Standard Conditions consists of the following:
  - (a) The Inter-institutional Agreement or any of its provisions shall have been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely, in the opinion of the World Bank, the ability of the Recipient and/or of any of the Partner Entities to perform any of their respective obligations under the Inter-institutional Agreement.
  - (b) Any of the Partner Entities shall have failed to perform any of its respective obligations under the Inter-institutional Agreement.
  - (c) The Recipient’s Legal Framework shall have been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely, in the opinion of the World Bank, the ability of the Recipient to perform any of its obligations under this Agreement.

- (d) The World Bank has determined after the Effective Date referred to in Section 5.03 of this Agreement that, prior to such date but after the date of this Agreement, an event has occurred which would have entitled the World Bank to suspend the Recipient's right to make withdrawals from the Grant Account if this Agreement had been effective on the date such event occurred.

**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) If the Bank so requests, the condition of the Recipient, as represented or warranted to the Bank at the date of this Agreement, has undergone no material adverse change after such date.
  - (c) The Inter-institutional Agreement has been amended and executed on behalf of the Recipient and each of the Partner Entities, respectively.
  - (d) The Project Operational Manual has been updated and adopted by the Recipient in a manner acceptable to the Bank.
- 5.02. As part of the evidence to be furnished pursuant to Section 5.01 (a) and (c), there shall be furnished to the Bank an opinion or opinions satisfactory to the World Bank of counsel acceptable to the Bank or, if the Bank so requests, a certificate satisfactory to the Bank of a competent official of the Member Country or the Recipient, showing the following matters, respectively:
  - (a) on behalf of the Recipient, that this Agreement has been duly authorized or ratified by, and executed and delivered on its behalf and is legally binding upon it in accordance with its terms; and
  - (b) the Inter-institutional Agreement has been duly authorized or ratified by the Recipient and each of the Partner Entities and is legally binding upon each such party in accordance with its terms.
- 5.03. Except as the Recipient and the 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 (“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. This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date ninety (90) days after the date of this Agreement (the “Effectiveness Deadline”), 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’s Representative; Addresses**

- 6.01. The Recipient’s Representative referred to in Section 7.02 of the Standard Conditions is its Executive Director.
- 6.02. For purposes of Section 7.01 of the Standard Conditions: (a) the Recipient’s address is:

*Patrimonio Natural Fondo para la Biodiversidad y Áreas Protegidas – PNF*  
Calle 72 No. 12-65 Piso  
6 Edificio Skandia  
Bogotá, D.C.  
Colombia; and

(b) the Recipient’s Electronic Address is:

Telex:	Facsimile:	Email:
7562602	7562602-Ext.101	info@patrimonionatural.org.co

- 6.03. For purposes of Section 7.01 of the Standard Conditions: (a) the Bank’s address is:

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

(b) the Bank's Electronic Address is:

Telex:	Facsimile:	E-mail
248423 (MCI) or 64145 (MCI)	1-202-477-6391	<a href="mailto:uzachau@worldbank.org">uzachau@worldbank.org</a>

AGREED as of the Signature Date.

**PATRIMONIO NATURAL FONDO PARA LA  
BIODIVERSIDAD Y AREAS PROTEGIDAS - PNF**

**By**

*Francisco Alberto Galan Sarmiento*

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**Authorized Representative**

**Name:** Francisco Alberto Galan Sarmiento

**Title:** Executive Director

**Date:** 13-may.-2021

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

**By**

*Ulrich Zachau*

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**Authorized Representative**

**Name:** Ulrich Zachau

**Title:** Country Director

**Date:** 12-May-2021

## SCHEDULE 1

### Project Description

The objective of the Project is to improve governance and promote sustainable land use activities in order to reduce deforestation and conserve biodiversity in the Project Areas.

The Project consists of the following parts:

#### **Part 1: Protected Areas Management and Financial Sustainability**

- A. Strengthen the management effectiveness of the existing protected areas in the Project Areas, including PNNSCH and its buffer zone, through, *inter alia*, the design and implementation of management plans, restoration activities, and minor works for the rehabilitation of research and surveillance posts in the protected areas.
- B. Enhance the capacity of Indigenous Peoples and Local Communities (IPLC) authorities for sustainable land-use practices and forest governance within indigenous territories and Ramsar Sites in the Project Areas.
- C. Increase the financial sustainability of about 2.7 million hectares of existing protected areas within the PNNSCH and its buffer zone.
- D. Establish new regional protected areas and expand PNNSCH.
- E. Establish, and operationalize an endowment fund to ensure the financial sustainability of the protected areas.
- F. Capitalization of Herencia Colombia Transition Fund.

#### **Part 2: Sustainable Forest and Water Management and Use**

- A. (i) Design plans to promote sustainable land-use and natural resource management practices that contribute to, *inter alia*, reducing pressure on forests and advancing the livelihoods of local communities in the Project Areas; (ii) implement plans for the development of agro-productive systems in the Project Areas; and (iii) implement plans for the restoration of vegetation in the Project Areas.

- B. Support selected centers for transformation and processing of timber and non-timber forest products
- C. Support to Sub-project Beneficiaries, including technical assistance and training, in the implementation of Sub-projects on sustainable land and forestry management.
- D. Enhance the institutional capacity and financial sustainability for sustainable landscape governance, management, and monitoring of the Project Areas; through: (i) provision of capacity building for producer organizations in productive value chains- including women organizations; (ii) carry out of research and business plans and marketing studies; (iii) carry out minor works to strengthen SINCHI's research and nursery station; (iv) implement management plans for threatened fauna and flora; and (v) carry out minor works to strengthen CORPOAMAZONIA's Research Center for technology transfer and biodiversity monitoring.

**Part 3: Governance, Policies and Incentives**

- A. Support the improvement of cross-sectoral policy coordination and consistency to achieve long term-reductions in deforestation in the Project Areas, through: (i) provision of technical assistance to promote analysis and policy recommendations on sustainable landscape management; (ii) carry out of an analysis and provide policy recommendations related to road infrastructure as driver of deforestation; (iii) implementation of a pilot program involving conservation/non deforestation agreements related to the delimitation of agricultural frontier; (iv) provision capacity building to selected environmental authorities for multisectoral land use planning and piloting in selected municipalities.
- B. Support the development and adoption of guidelines and programs in, *inter alia*, agriculture, extractive industries and infrastructure sectors, aimed at reducing pressures on forests and biodiversity, and GHG emissions and restoring ecosystems in the Project Areas.

**Part 4: Project Coordination, Communications, Monitoring and Evaluation**

- A. Strengthen the PCU to ensure coordination, management, monitoring, evaluation, and communication in connection with the implementation of the Project.
- B. Design and implement a communication strategy for the Project.
- C. Carry out regional knowledge exchange and capacity building activities, including the harmonization of information between the environmental authorities of the



Member Country, and those of, *inter alia*, Brazil, Peru, Guyana, Suriname, Bolivia and Ecuador.

- D. Enhance the institutional capacity of the Recipient and Partner Entities to monitor GHG emission reductions in the Project Areas.
- E. Support the collection and disclosure of data on reduction of deforestation in the Project Areas.
- F. Design and implement a technical coordination mechanism to support the operational interface between, *inter alia*, the System of Environmental Information of the Amazon (SIATAC), the Forest and Carbon Monitoring System (SMByC).

## SCHEDULE 2

### Project Execution

#### Section I. Institutional and Other Arrangements

##### A. Institutional Arrangements

1. The Recipient shall operate and maintain, throughout the implementation of the Project, the PCU, headed by a Project coordinator, with functions, responsibilities and sufficient resources, acceptable to the World Bank, and staffed with competent personnel in adequate numbers, including, but not limited to, a protected areas specialist, a forest management specialist, an indigenous peoples specialist, a procurement specialist, a financial management specialist, sectoral policies management specialist, a monitoring and evaluation specialist, and an environmental and social safeguards specialist, all with qualifications, experience and terms of reference acceptable to the World Bank. The PCU shall be responsible for, *inter alia*, the day-to-day financial management and procurement activities of the Project.
2. The Recipient shall with the assistance of the Partner Entities, operate and maintain, throughout the implementation of the Project, an EC, with functions, responsibilities and sufficient resources, acceptable to the World Bank, and comprised of qualified representatives from the Recipient and each of the Partner Entities. The EC shall be responsible for, *inter alia*, providing technical guidance to the PCU, and supervising the implementation of the Project.
3. Pursuant to the provisions of the Inter-institutional Agreement, the Recipient shall ensure to coordinate with the Member Country, through the Minambiente, to operate and maintain, throughout the period of implementation of the Project, the AC, chaired by Minambiente, with functions, responsibilities and structure, acceptable to the World Bank, and comprised of qualified representatives from, *inter alia*, the Partner Entities, which shall be responsible for providing non-binding strategic guidance, and assisting in the resolution of inter-sectoral issues under the Project.
4. For the purposes of carrying out 2.A(i), 2.D (i), 2.D(ii), 2.D(iii) 2.D(iv), 3.A(i), and 3.A(iii), and 4.F, of the Project, the Recipient shall, or shall cause SINCHI, as the case may be, to amend existing agreements or enter into new agreements (“Cooperation Agreements”), on terms and conditions acceptable to the World Bank, and further detailed in the POM, with Cooperation Entities of the Member Country.

5. The Recipient shall: (i) prepare and furnish to the World Bank, an Annual Operating Plan of such scope and detail as the World Bank shall have reasonably requested (including, without limitation, a budget and indication of source of funds, the necessary counterpart funds and all measures taken or to be taken in accordance with the Safeguard Documents during the implementation of the Project) as follows: (A) for the first year of Project implementation, not later than three months after the Effective Date; and (B) for the second year of Project implementation and then immediately following calendar years of Project implementation, not later than November 30<sup>th</sup> of each calendar year; and (ii) immediately thereafter, implement, and/or cause to be implemented, the adopted Annual Operating Plan in accordance with its terms and in a manner satisfactory to the World Bank.

**B. Inter-institutional Agreement**

1. For purposes of carrying out the Project, the Recipient shall amend the existing Interinstitutional Agreement with the Partner Entities, on terms and conditions acceptable to the World Bank, including, *inter alia*:
  - (a) the obligation of the Partner Entities to assist the Recipient in the carrying out of the Project in accordance with the provisions of this Agreement, the pertinent AOP, the POM and the Safeguard Documents;
  - (b) the obligation of the Recipient and the Partner Entities to comply with the provisions of the Anti-Corruption Guidelines; and
  - (c) the obligation of the Recipient and the Partner Entities to maintain said agreement in full force and effect, throughout the implementation of the Project.
2. The Recipient shall exercise its rights and carry out its obligations under the Inter-institutional Agreement in such a manner as to protect the interests of the Recipient and the Bank and to accomplish the purposes of the Grant. Except as the Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate, waive, terminate or fail to enforce the Inter-institutional Agreement or any provision thereof.
3. In case of any conflict between the provisions of the Inter-institutional Agreement and those of this Agreement, the provisions of this Agreement shall prevail.

**C. Sub-grant Agreement**

1. For the purposes of carrying out Parts 2.A(i), 2.A(ii), 2.D (i),2.D(ii), 2.D(iii), 2.D(iv), 3.A(i), 3.A(iii) and 4.F of the Project, the Recipient shall make available part of the proceeds of the Grant (“the Sub-grant”) to SINCHI by amending the existing agreement (“the Sub-grant Agreement”) between the Recipient and SINCHI, under terms and conditions acceptable to the World Bank, and further detailed in the POM.
2. The Recipient shall take all the measures necessary to ensure that, in making the Sub-grant available to SINCHI, it shall obtain rights adequate to protect the interests of the Recipient and those of the World Bank, including the right to:
  - (a) Suspend or terminate the right of SINCHI to use the proceeds of the Sub-grant, or obtain a refund of all or any part of the amount of the Sub-grant then withdrawn, upon the failure of SINCHI to perform any of its obligations under the Sub-grant Agreement.
  - (b) Require SINCHI to:
    - (i) carry out Parts 2.A(i), 2.A(ii), 2.D (i), 2.D(ii), 2.D(iii) and 2.D(iv), 3.A(i), 3.A(iii) and 4.F of the Project with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, and environmental and social standards and practices, acceptable to the World Bank, including in accordance with the provisions of the Anti-Corruption Guidelines applicable to the recipients of Grant proceeds other than the Recipient, the Safeguard Documents and the POM;
    - (ii) provide, promptly as needed, the resources required for the purposes of carrying out Parts 2.A(i), 2.A(ii), 2.D (i), 2.D (ii), 2.D(iii) and 2.D(iv), and 3.A(i) and 3.A(iii) and 4.F of the Project;
    - (iii) procure the goods and services to be financed out of the proceeds of the Sub-grant in accordance with the provisions of the World Bank Procurement Regulations;
    - (iv) enable the Recipient and the World Bank to inspect activities carried out under Parts 2.A(i), 2.A(ii), 2.D(i), 2.D(ii), 2.D(iii) and 2.D(iv), 3.A(i), 3.A(iii) and 4.F of the Project, its operation and any relevant records and documents;

- (v) maintain policies and procedures adequate to enable the Recipient to monitor and evaluate, in accordance with indicators acceptable to the World Bank, the progress of the activities carried out under Parts 2.A(i), 2.A(ii) , 2.D (i), 2.D(ii), 2.D(iii) and 2.D(iv), 3.A(i) 3.A(ii) and 4.F of the Project and the achievement of its objectives;
  - (vi) (A) maintain a financial system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the World Bank, both in a manner to reflect the operations, resources and expenditures related to Parts 2.A(i), 2.A(ii), 2.D (i), 2.D(ii), 2.D(iii),2.D(iv)3.A(i), 3.A(ii) and 4.F of the Project; and (B) have such financial statements audited, on an annual basis, by independent auditors acceptable to the World Bank, in accordance with consistently applied auditing standards acceptable to the World Bank, and promptly furnish the statements as so audited to the Recipient, for consolidation and submission to the World Bank; and
  - (vii) prepare and furnish to the Recipient and the World Bank all such information as the Recipient or the World Bank shall reasonably request related to the foregoing.
3. The Recipient shall exercise its rights and carry out its obligations under the Sub-grant Agreement in such manner as to protect the interests of the Recipient and the World Bank and to accomplish the purposes of the Grant. Except as the World Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate, waive, terminate or fail to enforce the Sub-grant Agreement or any of its provisions.
4. In case of any conflict between the provisions of the Sub-grant Agreement and this Agreement, the provisions of this Agreement shall prevail.

**D. Project Operational Manual**

1. The Recipient shall update, and thereafter adopt and carry out the Project in accordance with the provisions of the updated POM, which sets forth, *inter alia*:
- (a) the detailed description of Project implementation activities, their sequencing and the prospective timetable;

- (b) the detailed description of the division of functions and responsibilities of the Recipient, and each of the Partner Entities in the implementation of the Project;
  - (c) the Project administrative, procurement, environmental and social, financial management and disbursement requirements and procedures;
  - (d) the plan for the monitoring, evaluation and supervision of the Project;
  - (e) the performance indicators for the Project;
  - (f) the Project Areas;
  - (g) the criteria and mechanisms for the selection, operationalization and supervision of the Sub-projects and criteria and mechanisms for the selection of the Sub-project Beneficiaries;
  - (h) the selection criteria and mechanisms for developing the centers for transformation and processing of timber and non-timber forest products participating in the Project;
  - (i) the selection criteria and mechanisms to be applied by the environmental authorities for multisectoral land use planning and piloting in selected municipalities participating in the Project; and
  - (j) a biosecurity protocol for COVID-19.
2. Except as the World Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate, waive, terminate or fail to enforce the provisions of the POM. In the event of any conflict between the provisions of the POM and those of this Agreement, the terms of this Agreement shall prevail.

**E. Safeguards**

- 1. The Recipient shall ensure that the Project is carried out in accordance with the Safeguard Documents.
- 2. Without limitation of the provisions referred to in paragraph 1 above, if an Environmental and Social Management Plan (ESMP), an Indigenous People Plan (IPP) or similar safeguard instrument would be required on the basis of the ESMF and IPPF, as the case may be, the Recipient shall specifically take the following actions, in a manner acceptable to the World Bank:

- (a) such ESMP and Indigenous Peoples Plan (IPP), as the case may be, or similar safeguard instrument shall be prepared in accordance with the requirements of the ESMF and IPPF, consulted and disclosed locally and furnished to the World Bank for approval; and
  - (b) the pertinent Project activity shall be carried out in accordance with such ESMP and the IPP, as the case may be or similar safeguard instrument as approved by the World Bank.
- 3. The Recipient shall include in the Project Reports referred to in Section II.A of this Schedule, adequate information on the implementation of the Safeguard Documents, giving details of:
  - (a) measures taken in furtherance of the Safeguard Documents;
  - (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of the Safeguard Documents; and
  - (c) remedial measures taken or required to be taken to address such conditions and to ensure the continued efficient and effective implementation of the Safeguard Documents.
- 4. The Recipient shall not assign, amend, abrogate or waive, or permit to be assigned, amended, abrogated or waived, the Safeguard Documents, or any provision thereof without the prior written agreement of the World Bank.
- 5. The Recipient shall ensure that the terms of reference for any consultancies related to the technical assistance or capacity building activities under the Project shall be acceptable to the World Bank following its review thereof and, to that end, such terms of reference shall duly incorporate the requirements of the World Bank's Safeguard Policies then in force, as applied to the advice conveyed through such technical assistance and capacity building activities.
- 6. The Recipient shall maintain, and publicize the availability of, grievance redress mechanisms to hear and determine fairly and in good faith, and in accordance with the Safeguard Documents, all complaints raised in relation to the implementation of the Project, by Project affected persons or communities, and take all measures necessary to implement the determinations made under such grievance redress mechanisms in a manner acceptable to the World Bank.
- 7. In the event of a conflict among the provisions of any of the Safeguard Documents and those of this Agreement, the provisions of this Agreement shall prevail.

8. The Recipient shall prior to carrying out any activity that involves Indigenous Peoples and Local Communities (IPLC), and not later than March 31, 2022, provide evidence acceptable to the Bank that the Recipient has consulted and socialized with the IPLC participating in the Project and update the corresponding Safeguards Documents, as the case may be, all in a manner acceptable to the Bank.

**F. Donor Visibility and Visit**

1. The Recipient shall take or cause to be taken all such measures as the Bank may reasonably request to identify publicly the Donor's support for the Project.
2. For the purposes of Section 2.09 of the Standard Conditions, the Recipient shall, upon the World Bank's request, enable the representatives of the Donors to visit any part of the Member Country's territory for purposes related to the Project.

**G. Sub-projects**

1. For purposes of carrying out Part 2.C of the Project, the Recipient shall ensure that the selection of each Sub-project Beneficiary and Subproject complies with the process and eligibility criteria set forth in the Project Operational Manual including, *inter alia*, that, the Sub-project Beneficiary is a legally constituted entity, operating in the Project Area, and that the Sub-project Beneficiary has the authorization to develop community based sustainable forest use activities as described in the POM, pursuant to an agreement entered with the corresponding environmental authority.
2. Prior to any Sub-Project Beneficiary to be eligible to receive any proceeds of the Project to carry out its corresponding Sub-project, the Recipient shall enter into an agreement with each Sub-project Beneficiary (the "Sub-project Grant Agreement"), under terms and conditions satisfactory to the World Bank and set forth in the Project Operational Manual, including, *inter alia*:
  - (a) the Recipient's:
    - (i) obligation to transfer part of the proceeds of the Project ("Sub-project Grant") to the Sub-project Beneficiary to carry out the Sub-project; and
    - (ii) right to suspend or terminate the right of a Sub-project Beneficiary to use the proceeds of the Sub-project Grant, or obtain a refund of all or any part of the amount of a Sub-project Grant then withdrawn, upon the Sub-project Beneficiary failure to perform any of its obligations under the Sub-project Grant Agreement concerned; and



- (b) the Subproject Beneficiary's obligation to:
  - (i) carry out the Subproject in accordance with the Project Operational Manual; the Anti-Corruption Guidelines; the relevant procurement, financial management and social and environmental safeguards provisions of this Schedule.
- 3. The Recipient, shall exercise its rights under each Sub-project Grant Agreement in such a manner as to protect the interests of the Recipient and the World Bank and to accomplish the purposes of the Grant, and except as the World Bank shall otherwise agree, not assign, amend, terminate, abrogate, waive or fail to enforce any Sub-project Grant Agreement or any provision thereof.
- 4. The Recipient shall ensure that no Subproject and other Project activities in/or affecting a Protected Area shall involve or be related to:
  - (a) investments in timber plantations and harvesting operations or in timber processing equipment (except with respect to plantations in non-forested areas, in heavily degraded forested areas, or in areas already planted; or except with respect to controlled, community based, sustained-yield forest management; but in no case commercial logging in areas of primary tropical moist forest);
  - (b) mere consumption or transfer of ownership;
  - (c) financing of debts and liabilities;
  - (d) purchase or rental of land (except as may be financed with other than Grant proceeds or with prior written approval by the World Bank);
  - (e) provision of welfare or other social assistance;
  - (f) financing of any Operating Costs that would not have been incurred absent the Subproject;
  - (g) activities relating to, or in preparation for, exploitation of any plant or animal species that involve the significant conversion or degradation of critical natural habitats (as such terms are defined in the World Bank June 2001 Operational Policy 4.04, Annex A, on natural habitats).
  - (h) use of pesticides that are formulated products within classes IA and IB of the World Health Organization's Recommended Classification of Pesticides by Hazard and Guidelines to Classification (Geneva: World Health Organization, 1994-95; hereinafter WHO Guidelines), or are formulations of products in Class II of the WHO Guidelines, or are not in compliance with the following criteria to selection and use of pesticides (as such terms are defined in the World Bank December 1998 Operational Policy 4.09 Pest Management);
    - (i) they must have negligible adverse human health effects;
    - (j) they must be shown to be effective against the target species;

- (k) they must have minimal effect on nontarget species and the natural environment;
- (l) the methods, timing, and frequency of pesticide application are aimed to minimize damage to natural enemies. Pesticides used in public health programs must be demonstrated to be safe for inhabitants and domestic animals in the treated areas, as well as for personnel applying them;
- (m) their use must take into account the need to prevent the development of resistance in pests;
- (n) livestock related activities;
- (o) introduction or promotion of invasive species not native to the area of intervention; and/or
- (p) create impacts on physical cultural resources (as such terms are defined in the World Bank July 2016 Operational Policy 4.11 Physical Cultural Resources).

## **H. Herencia Colombia Transition Fund**

For the implementation of Part 1.F of the Project:

1. The Recipient shall provide evidence satisfactory to the World Bank that a fund has been established within the Recipient (“Herencia Colombia Transition Fund”), through: (a) the signature of an agreement between the Recipient and the Directive Committee of Herencia Colombia (“*Acuerdo de Constitución*”), and (b) the signature of a trust fund administration agreement between the Recipient and a financial institution selected pursuant to the provisions of the POM (“Administration Agreement”), including the rules and procedures for the administration of the Herencia Colombia Transition Fund; both agreements in form and substance acceptable to the Bank.
2. The Recipient, as administrator of the Herencia Colombia Transition Fund, shall adopt an operational manual for the Herencia Colombia Transition Fund (“Fund Operational Manual”), including an annex setting forth specific rules and procedures satisfactory to the World Bank including *inter alia*: (a) the eligible expenditures and mechanisms to provide financing of the funds under Category 3 of the Project; (b) the procurement, disbursement, auditing and reporting requirements; and (c) the monitoring and evaluation requirements; all in accordance with the provisions of this Agreement and the Project Operational Manual.
3. The Recipient, as administrator of the Herencia Colombia Transition Fund, shall enter into one or more agreement(s) or agreements with one or more donor(s) (“Donor(s) Agreements”) pursuant to which donors have committed to finance Herencia Colombia Transition Fund an aggregate amount of at least two (2) million United States Dollars.

4. The Recipient, as administrator of the Herencia Colombia Transition Fund, shall entered into an agreement with the PNN (“PNN Agreement”) on terms and conditions acceptable to the World Bank, including the specific rights and obligations of PNN and the Recipient, including *inter alia*: (a) PNN right of use of the proceeds under Category 3 of the Project, in accordance with the Fund Operational Manual; and (b) the Recipient’s right to terminate the right of the PNN to use the proceeds under Category 3 of the Project, or obtain a refund of all or any part of the amount of the funds under Category 3 of the Project, upon the PNN failure to perform any of its obligations under the PNN Agreement, the Safeguard Documents, the Project Operational Manual, the Fund Operational Manual, and/or the Anti-Corruption Guidelines applicable to recipients of loan proceeds other than the Recipient.
5. The Recipient, as administrator of Herencia Colombia Transition Fund, shall exercise the rights and carry out the obligations under the PNN Agreement in such a manner as to protect the interests of the Bank, and to accomplish the purposes of the Grant.
6. Except as the Bank shall otherwise agree, the Recipient shall not to assign, amend, terminate, abrogate, waive or fail to enforce the PNN Agreement or any of its provisions.

## **Section II. Project Monitoring, Reporting and Evaluation**

### **A. Documents; Records**

In addition, and without limitation to the obligations set forth in Section 2.05 of the Standard Conditions, the Recipient shall ensure that:

- (a) all records evidencing expenditures under the Project are retained for seven years and six months after the Closing Date, such records to include: (i) this Agreement, all addenda thereof, and any amendments thereto; (ii) the Recipient’s financial and narrative progress reports submitted to the Bank; (iii) the Recipient’s financial information related to the Grant, including audit reports, invoices and payroll records; (iv) the Recipient’s implementation documentation (including sub-agreements, procurement files, contracts, purchase orders); and (v) the corresponding supporting evidence referred to in Section 3.04 of the Standard Conditions; and
- (b) the representatives of the Bank are: (i) able to examine all records referred to above in paragraph (a); (ii) provided all such information concerning such records as they may from time to time reasonably request; and (iii) able to disclose such records and information to the Donor(s).

**B. Project Reports**

The Recipient shall ensure that each Project Report is furnished to the Bank not later than forty-five (45) days after the end of each calendar semester, covering the calendar semester.

**Section III. Withdrawal of Grant Proceeds**

**A. General**

1. The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) Article III of the Standard Conditions; and (b) this Section; to finance Eligible Expenditures in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

<b>Category</b>	<b>Amount of the Grant Allocated (expressed in USD)</b>	<b>Percentage of Expenditures to be Financed (inclusive of Taxes)</b>
(1) Goods, works, non-consulting services, consulting services and Operating Costs under Parts 1.A, 1.B, 1.F, 2.A(ii), 2.A (iii) , 2.B, 2.D(v), 2.C (including Sub-projects), Parts 3.A(ii) and 3.A(iv), 3.B and Parts 4A, 4B, 4C, 4D, 4E of the Project	13,802,297	100%
(2) Goods, works, non-consulting services, consulting services and Operating Costs under Parts 2.A(i) 2.D (i), 2.D(ii), 2.D(iii) and 2.D(iv), 3.A(i) and 3.A(iii) of the Project	2,564,675	100%
(3) Capitalization of Herencia Colombia Transition Fund under Part 1.F of the Project	2,000,000	
<b>TOTAL AMOUNT</b>	18,366,972	

**B. Withdrawal Conditions; Withdrawal Period**

1. Notwithstanding the provisions of Part A of this Section no withdrawal shall be made for payments made:
  - (a) prior to the Signature Date;
  - (b) for Category (2), until the Sub-Grant Agreement has been amended and executed, in form and substance acceptable to the World Bank, by the Recipient and SINCHI; and
  - (c) for Category (3) until the Recipient has provided evidence to the Bank of:
    - (i) the execution of the “*Acuerdo de Constitucion*” and the Administration Agreement, establishing the Herencia Colombia Transition Fund in accordance with Section I.H.1 of this Schedule;
    - (ii) the Fund Operational Manual has been adopted by the Recipient in a manner acceptable to the World Bank, in accordance with Section I.H.2 of this Schedule;
    - (iii) the Donor Agreement or Agreement(s) have been executed, pursuant to which donors of the Herencia Colombia Transition Fund have committed an aggregate amount of at least two million (US\$2,000,000) United States Dollars, in accordance with Section I.H.3 of this Schedule; and
    - (iv) the PNN Agreement has been executed in form and substance acceptable to the World Bank, in accordance with Section I.H.4 of this Schedule.
2. The Closing Date is November 30, 2024.

**Section IV. Other Undertakings**

- A. The Recipient and the Bank hereby agree to amend the First Additional Financing as set forth in Schedule 3 to this Agreement.

### SCHEDULE 3

#### Amendment to the First Additional Financing Agreement

The Recipient and the Association hereby agree to amend the First Additional Financing Agreement as follows:

1. Article 2.01 of the First Additional Financing Agreement is hereby amended to read in its entirety as set forth in Article 2.01 of this Agreement.
2. Schedule 1 to the First Additional Financing Agreement is hereby amended to read in its entirety as set forth in Schedule 1 to this Agreement.
3. Section 1. A. 2, 3, 4 and 5 of Schedule 2 to the First Additional Financing Agreement is hereby amended to read in its entirety as set forth in Section 1.A.2, 3,4,5 of Schedule 2 to this Agreement.
4. Section 1. B of Schedule 2 to the First Additional Financing Agreement is hereby amended to read in its entirety as set forth in Section 1.B of Schedule 2 to this Agreement.
5. Section 1.C of Schedule 2 to the First Additional Financing Agreement is hereby amended to read in its entirety as set forth in Section 1.C of Schedule 2 to this Agreement.
6. Section 1. D of Schedule 2 to the First Additional Financing Agreement is hereby amended to read in its entirety as set forth in Section 1.D of Schedule 2 to this Agreement.
7. The table in Section III.A.2 of the Schedule 2 to the First Financing Agreement is hereby amended to read in its entirety as follows:

<b>Category</b>	<b>Amount of the Grant Allocated (expressed in USD)</b>	<b>Percentage of Expenditures to be Financed (inclusive of Taxes)</b>
(1) Goods, works, non-consulting services, consulting services, Training and Operating Costs under Parts 1.A, 1.B, 1.C, 1.D, 1.E, 2.A(iii), 2.D, 3.A(ii), 3.A(iv), 3.B, 4.A, 4.B, 4.C, 4.D, 4.E of the Project	10,642,292	100%

(2) Goods, non-consulting services, consulting services, Training and Operating Costs under Parts 2.A(i), 2.A(ii) and 4.F of the Project	1,357,708	100%
<b>TOTAL AMOUNT</b>	12,000,000	

8. The following definitions of the Appendix to the First Additional Financing Agreement are amended and/or added and placed in alphabetical order as follows:

- (a) “COVID-19” means the coronavirus disease caused by the 2019 novel coronavirus (SARS-CoV-2).
- (b) “Herencia Colombia (HeCo)” means the Member Country single initiative supported by public and private partners aimed at securing the necessary funding to meet specific conservation goals over a defined long-term timeframe; led by the Recipient’s National Natural Parks Agency (PNN) and Ministry of Environment & Sustainable Development (Minambiente); created at the 2015 United Nations Climate Change Conference and endorsed by the Memorandum of Understanding (MoU) entered into between Minambiente, PNN, the Gordon and Betty Moore Foundation, Fondo Patrimonio Natural (Natural Heritage Fund FPN), World Wildlife Fund (WWF), Wildlife Conservation Society (WCS) and Conservation International (CI), on September 2020.
- (c) “Herencia Colombia Transition Fund” means the fund referred to in Section I.H of the Schedule 2 to this Agreement, to manage the public, multilateral, bilateral and private funds to achieve the goals of Herencia Colombia (HeCo).
- (d) “Inter-institutional Agreement” means the agreement referred to in Section I.B. of Schedule 2 to this Agreement dated February 13, 2015 as amended on February 6, 2018, as the same may be amended from time to time, with the prior approval and in a manner satisfactory to the Bank.
- (e) “Project Operational Manual” or “POM” means the manual dated April 26, 2018 satisfactory to the Bank, referred to in Section I.D. of Schedule 2 to this Agreement, as the same may be amended from time to time, after the prior approval of the World Bank.

- (f) “Sub-grant” means the grant made out of the proceeds of the Grant to SINCHI for the carrying out of Parts 2.A(i), 2.A (ii), 2.A (iii), 2.D (i), 2.D (ii), 2.D (iii) and 2.D (iv), 3.A(i), 3.A(iii) and 4.F of the Project.
- (g) “Sub-grant Agreement” means the agreement between the Recipient and SINCHI dated February 18, 2015 as amended on August 31, 2018, referred to in Section I.C.1 of Schedule 2 to this Agreement.



## APPENDIX

### Section I. Definitions

1. “*Acuerdo de Constitucion*” means the agreement to be signed between the Recipient and the Directive Committee of Herencia Colombia, referred to in Section I.H.1 of Schedule 2 to this Agreement.
2. “Advisory Committee” or “AC” means the advisory committee established within Minambiente, referred to in Section I.A.3 of Schedule 2 to this Agreement.
3. “Administration Agreement” means the agreement to be signed between the Recipient and a financial institution selected pursuant to the provisions of the POM, referred to in Section I.H.1 of Schedule 2 to this Agreement.
4. “Annual Operating Plan” or “AOP” means each adopted annual operating plan referred to in Section I.A.5. of Schedule 2 to this Agreement.
5. “Anti-Corruption Guidelines” means, for purposes of paragraph 2 of the Appendix to the Standard Conditions, the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006, and revised in January, 2011, and as of July 1, 2016.
6. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
7. “CDA” means Sustainable Development Corporation for the Northern and Eastern Amazon, established as a legal entity under the Member Country’s Law 99/93 dated December 22, 1993, or any successor thereto.
8. “Cooperation Agreements” means any of the agreements referred to in Section I.A.4. of Schedule 2 to this Agreement, as the same may be amended from time to time, with the prior approval and in a manner satisfactory to the Bank.
9. “Cooperation Entities” means any public or private legal entity established and operating in the Member Country with a mandate to act on environmental and indigenous people’s issues or operating in sectors related to Part 3 of the Project.
10. “CORPOAMAZONIA” means Sustainable Development Corporation for the South Amazon established as a legal entity under the Member Country’s Law 99/ dated December 22, 1993, or any successor thereto.

11. “COVID-19” means the coronavirus disease caused by the 2019 novel coronavirus (SARS-CoV-2).
12. “Environmental and Social Management Framework” or “ESMF” means the Environmental and Social Management Framework, a framework adopted by the Recipient and updated on August 2020, acceptable to the World Bank, as published and available to the public on the websites, including the environmental and social protection measures in respect of the Project, including: (a) protection of natural habitats, forests, pest management, physical cultural resources; (b) guidelines for the identification of existing environmental and social conditions and potential direct and indirect environmental and social impacts resulting from the carrying out of the Project; (c) guidelines for the carrying out and the preparation of environmental and social management plans, when applicable; (d) the recommendation of mitigation measures for each negative impact identified; and (e) measures for enhancing each identified positive impact, as said framework may be amended from time to time with the prior written approval of the World Bank.
13. “Environmental and Social Management Plan” or “ESMP” means the environmental and social management plan to prepared and disclosed by the Recipient, in a manner satisfactory to the World Bank detailing: (a) the measures to be taken during the implementation of the Project to avoid, minimize, mitigate or offset adverse environmental and social impacts (including health and safety issues), or to reduce them to acceptable levels; (b) the measures that endeavor to prevent and respond to gender-based violence and sexual exploitation and abuse; and (c) the procedural, budget and institutional arrangements and actions needed to implement these measures, including any schedules to such plan, and as such plan may be amended by the Recipient from time to time, with the prior written approval of the Bank.
14. “Executive Committee” or “EC” means the executive committee referred to in Section I.A.2. of Schedule 2 to this Agreement.
15. “First Additional Financing” means the agreement between the Recipient and the Bank for the Project dated November 7, 2017.
16. “Fund Operational Manual” means the manual referred to Section I.H.2 of Schedule 2 to this Agreement.
17. “GHG” means greenhouse gas emissions.
18. “Guidelines for Indigenous Peoples Living in Voluntary Isolation” means the guidelines, that are part of the IPPF, dated September 2014, and updated and duly published in the Member Country’s territory on August 28, 2020 and the Bank’s

external website on August 31, 2020, adopted by the Recipient and the Partner Entities, which sets forth, *inter alia*, the measures to avoid, minimize or mitigate potential Project impacts on indigenous peoples living in voluntary isolation within the Project Area and the action plan of measures to ensure that said Indigenous Peoples receive culturally appropriate benefits from the Project.

19. “Herencia Colombia (HeCo)” means the Member Country single initiative supported by public and private partners aimed at securing the necessary funding to meet specific conservation goals over a defined long-term timeframe; led by the Recipient’s National Natural Parks Agency (PNN) and Ministry of Environment & Sustainable Development (Minambiente); created at the 2015 United Nations Climate Change Conference and endorsed by the Memorandum of Understanding (MoU) entered into between Minambiente, PNN, the Gordon and Betty Moore Foundation, Fondo Patrimonio Natural (Natural Heritage Fund FPN), World Wildlife Fund (WWF), Wildlife Conservation Society (WCS) and Conservation International (CI), on September 2020.
20. “Herencia Colombia Transition Fund” means the fund referred to in Section I.H of the Schedule 2 to this Agreement, to manage the public, multilateral, bilateral and private funds to achieve the goals of Herencia Colombia (HeCo).
21. “IDEAM” means *Instituto de Hidrología, Meteorología y Estudios Ambientales*, the Member Country’s Institute of Hydrology, Meteorology and Environmental Studies, established as a legal entity under the Member Country’s Law No. 99, dated 1993 and Decree No. 1227, dated 1994 and operating under the bylaws approved by the Decree No. 2241, dated 1995 and modified by Decree No. 291, dated 2004, or any successor thereto.
22. “Indigenous Peoples Plan” or “IPP” means: (a) the indigenous peoples plan covering the Indigenous Peoples Reserves of Puerto Zabalo-Los Monos, Monochoa, Aduche, Nonuya de Villazul, Mesai, Miriti-Parana, and Yaguara II, dated September 2014, updated and duly published in the Member Country’s territory on August 28, 2020 and the Bank’s external website on August 31, 2020, setting forth, *inter alia*, the measures to avoid, minimize or mitigate potential Project impacts on indigenous peoples, the process for ensuring free, prior and informed consultation with indigenous peoples required by the Bank OP/BP 4.10 and the action plan of measures to ensure that indigenous peoples receive culturally appropriate benefits from the Project; and (b) any other IPP that may be required to carry out activities under the project involving IPLCs, in accordance with the IPPF.

23. “Indigenous Peoples Reserves” or “*Resguardos*” means a collective property title of the land legally regulated according to the Member Country’s indigenous peoples policies, to protect the cultural and political autonomy of the indigenous people’s territory, land tenure, education and health, as well management mechanisms for the conservation of the environment.
24. “IPLCs” or “Indigenous Peoples and Local Communities” means any of the indigenous peoples and/or local communities located in selected regions within the Member Country territory, including associations or organizations of producers, and legally established community enterprises, as set forth in the Project Operational Manual.
25. “IPPF” or “Indigenous People Planning Framework” means the Recipient’s framework dated August 2014, and updated and duly published in the Member Country’s territory on August 28, 2020 and the Bank’s external website on August 31, 2020, detailing measures to mitigate any adverse impact on indigenous peoples as a result of any activity carried out under the Project and to ensure that they benefit from the Project, including procedures for the preparation and implementation of the IPPs.
26. “Inter-institutional Agreement” means the agreement referred to in Section I.B. of Schedule 2 to this Agreement dated February 13, 2015 as amended on February 6, 2018, as the same may be amended from time to time, with the prior approval and in a manner satisfactory to the Bank.
27. “Operating Costs” means the reasonable costs, as shall have been approved by the World Bank, for the incremental expenses incurred on account of Project administration, implementation, monitoring and evaluation consisting of vehicle operation and maintenance, communication and insurance costs, banking charges, office rental expenses, freight charges, office (and office equipment) maintenance, utilities, printing, non-durable goods, travel cost and per diem for Project staff for travel linked to the implementation, monitoring and supervision of the Project, and salaries of contractual staff working for the Project (but excluding consultants’ services and salaries of officials of the Member Country’s civil service).
28. “Minambiente” means Member Country’s Ministry of Environment and Sustainable Development, or any successor thereto.
29. “Partner Entities” means IDEAM, Minambiente, PNN, SINCHI, CDA and CORPOAMAZONIA.

30. “PNN” means the *Parques Nacionales Naturales de Colombia*, the Member Country’s National Natural Parks, or any successor thereto.
31. “PNN Agreement” means the agreement referred to in Section I.H.4 of Schedule 2 to this Agreement.
32. “PNNAFIW” means *Parque Nacional Natural Alto Fragua Indiwasi*, the Member Country’s Alto Fragua Indiwasi National Park.
33. “PNNSCH” means *Parque Nacional Natural Serranía de Chiribiquete*, the Member Country’s Chiribiquete Mountain Ridge National Park.
34. “PNNSCHAW” means *Parque Nacional Natural Serranía de Churumbelos Auka Wasi*, the member Country’s Serranía de Churumbelos Auka Wasi National Park.
35. “Process Framework” or “PF” means the framework, dated August 2014, updated and duly published in the Member Country’s territory on August 28, 2020 and the Bank’s external website on August 31, 2020, which sets forth the measures to address restrictions of access to legally designated parks and protected areas within the Project Areas.
36. “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 for the supply of goods, works and non-consulting and consulting services.
37. “Project Areas” means an area in the territory of the Member Country, which includes the: (i) protected areas, including, *inter alia*: PNNSCH, La Paya, Nukak, Macarena, Tinigua, Picachos, PNNAFIW, SFPMOIA, PNNSCHAW; (ii) regional protected area of Páramo Miraflores – Picachos; (iii) National Protected Forest Reserves Serranía La Lindosa – Angosturas II (Guaviare), Alto Mocoa Basin, and Alto San Juan Basin; (iv) the Regional Protected Area Norte Guaviare – Distrito Conservación de Suelos in Guaviare; (v) indigenous peoples reserves, including, *inter alia*: Aduche, Llanos del Yará, Mirití-Paraná, Monochoa, Nunuya de Villa Azul, Puerto Zábalo-Los Monos, Itilla, and the “*Resguardos*” overlapping with the PNN La Paya (Witoto de Tukunare, Lagarto Cocha, Cecilia Cocha, El Progreso, La Paya, El Hacha, Jiri, Agua Negra, Bajo Casacunte and Perecera); (vi) other Amazon reserves and areas in priority corridors where sustainable land management and practices will be promoted: the Ramsar sites of Lagos de Tarapoto and Estrella Fluvial del Inírida (including the “*Resguardos*”), Guaviare Forest area (in Guaviare), Yari – Caguán Forest area (Caquetá), Mecaya – Sencella Forest area (Putumayo), and Tarapacá Forest area (Amazonas); and any other area

located in the Member Country's territory as agreed between the Bank and the Recipient.

38. "Project Coordination Unit" or "PCU" means the unit to be established within the Recipient referred to in Section I.A.1. of Schedule 2 to this Agreement.
39. "Project Operational Manual" or "POM" means the manual dated April 26, 2018 satisfactory to the Bank, referred to in Section I.D. of Schedule 2 to this Agreement, as the same may be amended from time to time, after the prior approval of the World Bank.
40. "Ramsar Site" means a wetland site designated to be of international importance under the Convention on Wetlands or Ramsar Convention, an intergovernmental environmental treaty established in 1971 by UNESCO, which came into force in 1975, aimed at promoting national action and international cooperation regarding the conservation of wetlands, and wise sustainable use of their resources.
41. "Recipient's Legal Framework" means the public deed duly registered in the entry No. 00093709 of Book 1 (Nonprofit entities) of the Chamber of Commerce in Bogotá on January 17, 2006, by which the Recipient is established as a nonprofit foundation.
42. "Safeguard Documents" means collectively the ESMF, the IPP, the Guidelines for Indigenous Peoples Living in Voluntary Isolation the PF, the IPPF, the Stakeholder Engagement Plan, and the Gender Plan.
43. "SFPMOIA" means *Santuario de Flora y Plantas Medicinales Orito Ingi Ande*, the Member Country's Orito Indi Ange Sanctuary of Flora and Medicinal Plants.
44. "Signature Date" means the later of the two dates on which the Recipient and the Bank signed this Agreement and such definition applies to all references to "the date of the Grant Agreement" in the Standard Conditions.
45. "SINCHI" means the *Instituto Amazónico de Investigaciones Científicas SINCHI*, the Member Country's Institute for Scientific Research in the Amazon, established and operating as a non-profit legal entity under the Member Country's Law No. 99, dated December 22, 1993 and Decree 1063, dated July 27, 1994 and organized under the bylaws approved by the Law No. 29, dated 1990 and Decree No. 393, dated 1991, or any successor thereto.
46. "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.

47. “Strategic Plan for Biodiversity 2011-2020 and the Aichi Biodiversity Targets” means the United Nations Convention for Biological Diversity (CBD) overarching framework on biodiversity, including its biodiversity targets, adopted at the Conference of the Parties (COP) to the CBD by COP 10 Decision X/2, dated October 2010.
48. “Sub-grant” means the grant made out of the proceeds of the Grant to SINCHI for the carrying out of Parts 2.A(i), 2.A (ii), 2.A (iii), 2.D (i), 2.D (ii), 2.D (iii) and 2.D (iv), 3.A(i), 3.A(iii) and 4.F of the Project.
49. “Sub-grant Agreement” means the agreement between the Recipient and SINCHI dated February 18, 2015 as amended on August 31, 2018, referred to in Section I.C.1 of Schedule 2 to this Agreement.
50. “Subproject” means a set of activities carried out under Part 2.C of the Project, which set is selected, approved and implemented in accordance with the requirements of the Project Operational Manual.
51. “Subproject Grant Agreement” means any of the grant agreements to be entered into between the Recipient and a Sub-project Beneficiary for the purposes of financing a Sub-project as referred to in Section I.G.2 of Schedule 2 to this Agreement.
52. “Sub-project Beneficiary” means a community producer organization which reside or operate in the Project Areas, and meet the criteria set forth in this Agreement and the Project Operational Manual.
53. “Training” means the reasonable costs, as shall have been approved by the World Bank, for training and workshops conducted under the Project, including tuition, travel and subsistence costs for training and workshop participants, costs associated with securing the services of trainers and workshop speakers, rental of training and workshop facilities, preparation and reproduction of training and workshop materials, and other costs directly related to training course and workshop preparation and implementation (but excluding goods and consultants’ services).
54. “World Bank’s Safeguards Policies” means the operational policies and procedures of the World Bank set forth in the World Bank’s Operational Manual relating to Environmental Assessment (OP/BP 4.01), Natural Habitats (OP/BP 4.04), Pest Management (OP/BP 4.09), Indigenous Peoples (OP/BP 4.10), Physical Cultural Resources (OP/BP 4.11), Involuntary Resettlement (OP/BP 4.12), Forestry (OP/BP 4.36), Dam Safety (OP/BP 4.37), Projects on International Waterways (OP/BP 7.50), and Projects in Disputed Areas (OP/BP 7.60).