

CONFORMED COPY

GEF TRUST FUND GRANT NUMBER TF056592-GA

Global Environment Facility Trust Fund Grant Agreement

(Strengthening Capacity for Managing National Parks and Biodiversity)

between

THE GABONESE REPUBLIC

and

**INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT**

acting as an Implementing Agency of the Global Environment Facility

Dated June 14, 2006

GEF TRUST FUND GRANT NUMBER TF056592-GA

GLOBAL ENVIRONMENT FACILITY TRUST FUND GRANT AGREEMENT

AGREEMENT, dated June 14, 2006, between THE GABONESE REPUBLIC (the Recipient) and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (the Bank) acting as an implementing agency of the Global Environment Facility (GEF) in respect of grant funds provided to the GEF Trust Fund by certain members of the Bank as participants of the GEF.

WHEREAS (A) the Bank, pursuant to Resolution No. 91-5 of March 14, 1991 of the Executive Directors of the Bank, established the GEF to assist in the protection of the global environment and promote thereby environmentally sound and sustainable economic development;

(B) following the restructuring of the GEF, such arrangements continued in place on the basis set forth in Resolution No. 94-2 of May 24, 1994, of the Executive Directors of the Bank which, *inter alia*, established the GEF Trust Fund and appointed the Bank as trustee of the GEF Trust Fund (Resolution 94-2);

(C) the Recipient, having satisfied itself as to the feasibility and priority of the project described in Schedule 2 to this Agreement, and referred to as the Strengthening Capacity For Managing National Parks and Biodiversity Project (the Project), has requested assistance from the resources of the GEF Trust Fund for funding the Project, and said request having been approved in accordance with the provisions of the Instrument for the Establishment of the Restructured Global Environment Facility approved under Resolution 94-2; and

WHEREAS the Bank has agreed, on the basis, *inter alia*, of the foregoing, to extend the GEF Trust Fund Grant to the Recipient upon the terms and conditions set forth in this Agreement;

NOW THEREFORE, the parties hereto hereby agree as follows:

ARTICLE I

General Conditions; Definitions

Section 1.01. (a) The following provisions of the "General Conditions Applicable to Loan and Guarantee Agreements for Single Currency Loans" of the Bank, dated May 30, 1995 (as amended through May 1, 2004), with the modifications set forth in paragraph (b) of this Section (the General Conditions) constitute an integral part of this Agreement:

- (i) Article I;
 - (ii) Sections 2.01 (2), (3), (4), (5), (6), (7), (8), (14), (15), (16), (18) and (21), 2.02 and 2.03;
 - (iii) Section 3.01;
 - (iv) Sections 4.01 and 4.06;
 - (v) Article V;
 - (vi) Sections 6.01, 6.02 (a), (c), (d), (e), (f), (i), (l), (m), (n), (o) and (p), 6.03, 6.04 and 6.06;
 - (vii) Section 8.01 (b);
 - (viii) Sections 9.01 (a) and (c), 9.04, 9.05, 9.06, 9.07, 9.08 and 9.09;
 - (ix) Sections 10.01, 10.03 and 10.04; and
 - (x) Article XI; and
 - xi) Sections 12.01 (c), 12.03 and 12.04.
- (b) The General Conditions shall be modified as follows:
- (i) the term “Bank”, wherever used in the General Conditions, other than in Sections 2.01 (6), 6.02 (f) and 5.01 (a) thereof, means the Bank acting as an implementing agency of the GEF, except that in Section 6.02, the term “Bank” shall also include the Bank acting in its own capacity;
 - (ii) the term “Borrower”, wherever used in the General Conditions, means the Recipient;
 - (iii) the term “Loan Agreement”, wherever used in the General Conditions, means this Agreement;
 - (iv) the term “Loan” and “loan”, wherever used in the General Conditions, means the GEF Trust Fund Grant;

- (v) the term “Loan Account”, wherever used in the General Conditions, means the GEF Trust Fund Grant Account;
- (vi) a new subparagraph is added after subparagraph (o) in Section 6.02 of the General Conditions, as follows: “an extraordinary situation shall have arisen in which any further disbursement under the GEF Trust Fund Grant would exceed the resources available for disbursement from the GEF.”;
- (vii) the words “corrupt or fraudulent” in paragraph (c) of Section 6.03 are replaced with the words “corrupt, fraudulent, collusive or coercive”.

Section 1.02. Wherever used in this Agreement, unless the context otherwise requires, the several terms defined in the General Conditions and in the Recitals to this Agreement have the respective meanings therein set forth and the following additional terms have the following meanings:

- (a) “Access Framework” means the part of the RPF that defines rules and procedures for consultation of people and/or communities whose access to natural resources is restricted by any policy related to biological diversity conservation in national parks and/or other protected areas and regulates their access so such natural resources including monitoring of such access;
- (b) “ANPN” or “*Agence Nationale des Parcs Nationaux*” means the Recipient’s agency to be established in accordance to Section 6.01(b) of this Agreement and referred to in paragraphs 1(b) and (c), 2, 3(a), 4(a) and 7 of Schedule 4 to this Agreement and to be in charge of the management and conservation of the biological diversity in national parks, as the same agency as may be restructured and or modified with the prior agreement of the Bank;
- (c) “Baseline Monitoring and Evaluation Tracking Tool” and “BMETT” mean a monitoring system to be developed and implemented to monitor the Project activities and outcomes and referred to in Part 4.5 of Schedule 2 and Paragraph 3(a) of Schedule 4 to this Agreement;
- (d) “FCFA” means the currency of the Recipient;
- (e) “Environmental Management Plan” and “EMP” mean the Recipient’s environmental management plan, part of the ESIA, as hereinafter defined, which describes the rules, guidelines and procedures to assess the environmental impacts of activities and investments in forest areas, and defining measures to reduce, mitigate or offset adverse environmental impacts and enhance positive impacts of said activities and investments,

including budget, dated July 31, 2005, and adopted by the Recipient on August 25, 2005, and referred to in Paragraphs 5 and 6 of Schedule 4 to this Agreement; as the same may be amended from time to time with the prior agreement of the Bank;

- (f) “ESIA” and “Environmental and Social Impact Assessment” mean, the environmental and social impact assessment study carried out by the Recipient for the purpose of the Project, dated July 31, 2005 and adopted by the Recipient on August 25, 2005 and comprising among other items: (i) the environmental impact assessment of the PSFE; (ii) the EMP for the Project; and (iii) a Social Management Plan, including a description of the institutional set up, responsibilities and budget for implementation, as the same may be amended from time to time with the prior concurrence of the Bank;
- (g) “FMR” or “Financial Monitoring Report” means each report prepared in accordance with Section 4.02 of this Agreement;
- (h) “IPDP” and “Indigenous People Development Plan” mean the Recipient’s indigenous people development plan, dated on July 31, 2005 and adopted by the Recipient on August 5, 2005, defining measures to offset, reduce or mitigate any adverse impacts of Project activities on indigenous people and enhance the benefit of the Project activities for indigenous people, including indigenous people consultation and participation in the implementation of such plans;
- (i) “MEFEPEPN” means the Recipient’s ministry in charge of forest, water, environment, nature protection and fisheries and any successor thereto;
- (j) “NPN” and “National Parks Network” mean the network of national parks established by the Presidential Ordinance 6/2002 of August 22, 2002 modifying certain provisions of Law 16/2001 of December 31 related to the Forest Code, and Decrees 607 through 619 of August 30, 2002 establishing each of thirteen (13) national parks in Gabon, and referred to in Paragraph 1 of Schedule 2 to this Agreement ;
- (k) “NGO” means a non-governmental organization established in the Recipient’s territory under applicable laws and regulations of the Recipient or under any specific agreement between such NGO and the Government of Gabon, and NGOs means more than one NGO;
- (l) “PIP” and “Project Implementation Plan” mean the project implementation plan referred to in Section 6.01(d) and paragraph 3 (a) and (b) of Schedule 4 to this Agreement;

- (m) “Procurement Plan” means the Recipient’s procurement plan, which is part of the Project Implementation Plan, as hereinafter defined, covering the initial 18-month period (or longer) of the Project implementation, referred to in Section 3.03 (a) and (b) and Paragraph 3 (a)(iii) of Schedule 4 to this Agreement, as the same shall be updated from time to time in accordance with the provisions of Section 3.03(b) of this Agreement, to cover succeeding 18-month period (or longer) of Project implementation;
- (n) “RPF” means the Resettlement Policy Framework, which is part of the SMP, as hereinafter defined, which defines the procedures, rules, principles and guidelines for the preparation, adoption, implementation and monitoring of a RAP or a process framework in case of restriction of access to natural resources as said Framework may be amended from time to time with the prior agreement of the Bank;
- (o) “RAP” and “Resettlement Action Plan” mean a resettlement action plan to be prepared in accordance with the RPF which shall set out the rules, principles and procedures governing land acquisition, resettlement, compensation and rehabilitation of any person affected by Project activities, as well as administrative, reporting and monitoring arrangements to ensure compliance with said RPF;
- (p) “SMP” and “Social Management Plan” mean the Recipient’s social management plan defining a Resettlement Policy Framework (RPF) and an Indigenous Peoples Development Policy Framework (IPDP), dated July 31, 2005, disclosed to the public on August 5, 2005 and referred to in paragraph 3(a) of Schedule 4 to this Agreement;
- (q) “Special Account” means any of the accounts referred to in Section 2.02(b) of this Agreement;
- (r) “WWF” and “World Wildlife Fund” mean an NGO working in the field of conservation of wildlife and environmental protection and referred to in Paragraph 2(a) and (b) of Schedule 4 to this Agreement; and
- (s) “WCS” and “World Conservation Society” mean an NGO working in the field of conservation of wildlife and environmental protection and referred to in Paragraph 2(a) and (b) of Schedule 4 to this Agreement;

ARTICLE II

The GEF Trust Fund Grant

Section 2.01. The Bank agrees to make available to the Recipient, on the terms and conditions set forth or referred to in this Agreement, the GEF Trust Fund Grant in an amount equal to ten million Dollars (\$10,000,000).

Section 2.02. (a) The amount of the GEF Trust Fund Grant may be withdrawn from the GEF Trust Fund Grant Account in accordance with the provisions of Schedule 1 to this Agreement for expenditures made (or, if the Bank shall so agree, to be made) in respect of the reasonable cost of works, goods and services required for the Project and to be financed out of the proceeds of the GEF Trust Fund Grant;

(b) The Recipient may, for the purposes of Parts A and C of the Project, open and maintain in FCFA a special deposit account (ANPN Special Account), and for the purposes of Parts B and D of the Project, open and maintain in FCFA a special deposit account (MEFEPEPN Special Account), both in a commercial bank on terms and conditions satisfactory to the Bank including appropriate protection against set-off, seizure or attachment. Deposits into, and payments out of, each Special Account shall be made in accordance with the provisions of Schedule 5 to this Agreement.

Section 2.03. The Closing Date shall be June 30, 2012 or such later date as the Bank shall establish. The Bank shall promptly notify the Recipient of such later date.

ARTICLE III

Execution of the Project

Section 3.01. (a) The Recipient declares its commitment to the objectives of the Project as set forth in Schedule 2 to this Agreement and, to this end, shall carry out the Project, through the ANPN and MEFEPEPN, with due diligence and efficiency and in conformity with appropriate administrative, financial, environmental and social practices and with due regard to ecological and environmental factors, and shall provide, promptly as needed, the funds, facilities, services and other resources required for the Project;

(b) Without limitation upon the provisions of paragraph (a) of this Section and except as the Recipient and the Bank shall otherwise agree, the Recipient shall carry out the Project in accordance with the Implementation Program set forth in Schedule 4 to this Agreement.

Section 3.02. (a) Except as the Bank shall otherwise agree, procurement of goods, works and services required for the Project and to be financed out of the proceeds of the

GEF Trust Fund Grant shall be governed by the provisions of Schedule 3 to this Agreement, as said provisions may be further elaborated in the Procurement Plan;

(b) The Recipient shall update the Procurement Plan in accordance with guidelines acceptable to the Bank, and furnish such update to the Bank not later than 12 months after the date of the preceding Procurement Plan, for the Bank's approval.

Section 3.03. For the purposes of Section 9.08 of the General Conditions and without limitation thereto, the Recipient shall:

(a) prepare, through MEFPEPN and ANPN, on the basis of guidelines acceptable to the Bank, and furnish to the Bank not later than six months after the Closing Date or such later date as may be agreed for this purpose between the Recipient and the Bank, a plan designed to ensure the sustainability of the Project; and

(b) afford the Bank a reasonable opportunity to exchange views with the Recipient on said plan.

ARTICLE IV

Financial Covenants

Section 4.01. (a) The Recipient shall maintain and cause ANPN to maintain a financial management system, including records and accounts, and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Bank, adequate to reflect the operations, resources and expenditures related to the Project.

(b) The Recipient shall:

(i) have, and cause the ANPN to have the financial statements referred to in paragraph (a) of this Section for each fiscal year (or other period agreed to by the Bank), audited, in accordance with consistently applied auditing standards acceptable to the Bank, by independent auditors acceptable to the Bank;

(ii) furnish to the Bank as soon as available, but in any case not later than six months after the end of each such year (or such other period agreed to by the Bank): (A) certified copies of the financial statements referred to in paragraph (a) of this Section for such year (or other period agreed to by the Bank), as so audited; and (B) an opinion on such statements by said auditors, in scope and detail satisfactory to the Bank; and

- (iii) furnish to the Bank such other information concerning such records and accounts, and the audit of such financial statements, and concerning said auditors, as the Bank may from time to time reasonably request.

(c) For all expenditures with respect to which withdrawals from the GEF Trust Fund Grant Account were made on the basis of statements of expenditure, the Recipient shall, and cause the ANPN to:

- (i) retain, until at least one year after the Bank has received the audit report for, or covering, the fiscal year in which the last withdrawal from the GEF Trust Fund Grant Account was made, all records (contracts, orders, invoices, bills, receipts and other documents) evidencing such expenditures;
- (ii) enable the Bank's representatives to examine such records; and
- (iii) ensure that such statements of expenditure are included in the audit for each fiscal year (or other period agreed to by the Bank), referred to in paragraph (b) of this Section.

Section 4.02. (a) Without limitation upon the Recipient's progress reporting obligations set out in paragraph 8(b) of Schedule 4 to this Agreement, the Recipient shall, and cause the ANPN to, prepare and furnish to the Bank a financial monitoring report, in form and substance satisfactory to the Bank, which:

- (i) sets forth sources and uses of funds for the Project, both cumulatively and for the period covered by said report, showing separately funds provided under the GEF Trust Fund Grant, and explains variances between the actual and planned uses of such funds;
- (ii) describes physical progress in Project implementation, both cumulatively and for the period covered by said report, and explains variances between the actual and planned Project implementation; and
- (iii) sets forth the status of procurement under the Project, as at the end of the period covered by said report.

(b) The first FMR shall be furnished to the Bank not later than 45 days after the end of the first calendar quarter after the Effective Date, and shall cover the period from the incurrence of the first expenditure under the Project through the end of such first calendar

quarter; thereafter, each FMR shall be furnished to the Bank not later than 45 days after each subsequent, and shall cover such.

ARTICLE V

Effectiveness; Termination

Section 5.01. The following events are specified as additional conditions to the effectiveness of the GEF Trust Fund Grant within the meaning of Section 12.01(c) of the General Conditions, namely, that:

- (a) the ANPN has been established as an autonomous entity to manage the NPN,
- (b) an executive secretary, to head the ANPN, and staff including a financial management expert, a procurement expert and socio-environmental expert shall have been contracted under terms of reference satisfactory to the Bank;
- (c) the Project Implementation Plan, satisfactory to the Bank, has been prepared and adopted jointly by the ANPN and the MEFPEPN; and
- (d) contracts have been entered into by respectively the ANPN and MEFPEPN with NGOs for the purpose of implementing activities under Parts B, C and D of the Project, under terms of reference satisfactory to the Bank in conformity with the terms of paragraphs 2.a and 2.b of Schedule 4 to this Agreement.

Section 5.02. The date one hundred and twenty days (120) days after the date of this Agreement is hereby specified for the purposes of Section 12.04 of the General Conditions.

Section 5.03. This Agreement shall continue in effect until the GEF Trust Fund Grant has been fully disbursed and the parties to this Agreement have fulfilled their obligations hereunder.

ARTICLE VI

Representative of the Recipient; Addresses

Section 6.01. The Minister of Planning of the Recipient is designated as representative of the Recipient for the purposes of Section 11.03 of the General Conditions.

Section 6.02. The following addresses are specified for the purposes of Section 11.01 of the General Conditions:

For the Recipient:

Ministry of Planning
Libreville
The Gabonese Republic

Cable address:	Telex:	Facsimile:
		(241) 77 35 90

For the Bank:

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

Cable address:	Telex:	Facsimile:
INTBAFRAD Washington, D.C.	248423 (MCI) 64145 (MCI)	(202) 477-6391

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representatives, have caused this Agreement to be signed in their respective names in Libreville, the Gabonese Republic, as of the day and year first above written.

THE GABONESE REPUBLIC

By: */s/ Casimir Oye Mba*
Authorized Representative

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

By: */s/ Mehrnaz Terymourian*
Authorized Representative

SCHEDULE 1**Withdrawal of the Proceeds of the GEF Trust Fund Grant**

1. The table below sets forth the Categories of items to be financed out of the proceeds of the GEF Trust Fund Grant, the allocation of the amounts of the GEF Trust Fund Grant to each Category and the percentage of expenditures for items so to be financed in each Category:

<u>Category</u>	Amount of the GEF Trust Fund Grant Allocated (Expressed in <u>Dollars</u>)	% of Expenditures to be Financed
(1) Works under Parts:		
(a) A(1) and C(4) of the Project	533,000	100%
(b) D(3) of the project	104,000	100%
(2) Goods, Vehicles and equipment:		
(a) Under Part A(2) and C(2) of the Project	1,316,000	100%
(b) Under Part D(2) of the Project	609,000	100%
(3) Studies and Consultants Services:		
(a) Under Parts A(3), C(1), and C(3) of the Project	3,535,000	100%
(b) Under Parts B and D of the Project	1,707,000	100%
(4) Training:		
(a) Under Parts A(4) and C(5)	310,000	100%
(b) Under Part D(2) of the project	140,000	100%
(5) Incremental Operating Costs for:		
(a) management of Parts A and C of the Project	1,356,000	100%
(b) management of Parts B and D of the Project	390,000	100%
TOTAL	10,000,000	

2. For the purposes of this Schedule, the term:

(a) “training” means expenditures incurred by the ANPN and the MEFEPEN for the Project related to study tours, training courses, seminars, workshops and meetings, including costs of training materials, space and equipment rental, travel and per diem costs of trainees and trainers; and

(b) “Incremental Operating Costs” means the reasonable expenditures incurred by the ANPN or the MEFEPN for staff travel costs, local transportation, communications and consumables, but excluding civil servants’ salaries, which expenditures would not have been incurred absent the Project.

3. Notwithstanding the provisions of paragraph 1 above, no withdrawals shall be made: (i) in respect of payments made for expenditures prior to the date of the Agreement; (ii) until and unless the Government has issued a tax-exemption decision for all expenditures to be funded out of the proceeds of the GEF Trust Fund Grant; and (iii) in respect of Part C, in connection with the Mayumba National Park, until an environmental impact assessment, including an environmental management plan for the off-shore oil fields which pre-existed the establishment of the Mayumba National Park, has been carried out and forwarded to the Bank, all satisfactory to the Bank.

4. The Bank may require withdrawals from the GEF Trust Fund Grant Account to be made on the basis of statements of expenditure for expenditures under contracts for: (a) works not exceeding US\$200,000 equivalent per contract; (b) goods, vehicles and equipment estimated to cost less than US\$150,000 per contract; (c) services of individual consultants not exceeding US\$25,000 per contract and consulting firms costing less than US\$100,000 per contract; (d) training; and (e) Incremental Operating Costs all under such terms and conditions as the Bank shall specify by notice to the Recipient.

5. If the Bank shall have determined at any time that any amount of the GEF Trust Fund Grant was used in a manner inconsistent with the provisions of this Agreement, the Recipient shall, promptly upon notice from the Bank, refund to the Bank for deposit into the GEF Trust Fund Grant Account, an amount equal to the amount so used.

SCHEDULE 2

Description of the Project

The objective of the Project is to assist the Recipient to enhance the conservation of biological diversity in Gabon through investments in selected national parks and the strengthening of the management of the NPN, other protected areas and production forests and other ecosystems.

The Project consists of the following parts, subject to such modifications thereof as the Recipient and the Bank may agree upon from time to time to achieve such objectives:

Part A: Institutional Strengthening of ANPN:

1. Provision of works to build and improve offices and facilities of ANPN;
2. Procurement of equipment, vehicles and goods for ANPN;
3. Provision of:
 - (a) technical advisory services to support key functions of the ANPN, including: information technology management, financial and administrative management, park management, communication, eco-tourism development planning, and
 - (b) study on the development of a sustainable financial mechanism to support long-term efforts to conserve biological diversity in Gabon;
4. Provision of training to ANPN staff including park management officers, rangers, eco-tourism officers and information technology officers; and
5. Support to ANPN for day-to-day management of Parts A and C of the Project, including the development and implementation of a BMETT.

Part B: Protected Area Expansion:

Studies, consultation workshops with all stakeholders and technical advisory services to identify area of biological diversity significance outside the NPN and leading to the establishment of new protected areas.

Part C: Support to Selected National Parks

1. Provision of technical advisory services to: (a) develop and implement a management plan for the Mayumba National Park; and (b) develop and implement a consolidated management plan for the Louango and Mukalaba National Parks (Gamba Complex);
2. Procurement of goods and equipment for the monitoring and surveillance of the Mayumba National Park and the Gamba Complex;
3. Provision of technical advisory services to:
 - (a) develop stakeholders' consultation and participation mechanisms, including the local population and the private sector in the management of the Mayumba National Park, and Gamba Complex; and
 - (b) promote and implement effective monitoring and enforcement mechanisms, including patrol-based monitoring and conservation related research;
4. Construction and rehabilitation of infrastructures for operational facilities of the Mayumba National Park and the Gamba Complex; and
5. Training of staff and ecoguards of the Mayumba National Park, and the Gamba Complex.

Part D: Management of Wildlife in Production Forests and Other Ecosystems

1. Provision of technical advisory services and studies to improve wildlife management in production forests, areas bordering national parks and in other forests and ecosystems;
2. monitoring of wildlife in production forests, areas bordering national parks and in other forests and ecosystems through mobile field units, including training, the acquisition of equipment and vehicles for such mobile field units;
3. works to rehabilitate field facilities to host eco-guards and staff involved in wildlife management in production forests and other ecosystems; and
4. support to MEFEPEN for day-to-day management of Parts B and D of the Project.

* * *

The Project is expected to be completed by December 31, 2011

SCHEDULE 3

Procurement

Section I. General

A. All goods, works and services (other than consultants' services) shall be procured in accordance with the provisions of Section I of the "Guidelines: Procurement under IBRD Loans and IDA Credits" dated May 2004 (the Procurement Guidelines), and with the provisions of this Schedule.

B. All consultants' services shall be procured in accordance with Sections I and IV of the "Guidelines: Selection and Employment of Consultants by World Bank Borrowers" dated May 2004 (the Consultant Guidelines), and with the provisions of this Schedule.

C. The capitalized terms used below in this Schedule to describe particular procurement methods or methods of review by the Bank of particular contracts, have the meanings ascribed to them in the Procurement Guidelines, or Consultant Guidelines, as the case may be.

Section II. Particular Methods of Procurement of Goods, Works and Services (other than Consultants' Services)

A. Other Procurement Procedures

1. National Competitive Bidding

Works for Parts A.1 and C.4 of the Project Works estimated to cost less than \$200,000 equivalent per contract and goods estimated to cost less than \$150,000 equivalent per contract may be procured under contracts awarded in accordance with the provisions of paragraphs 3.3 and 3.4 of the Guidelines.

2. Shopping

Goods and equipment including office supplies estimated to cost less than \$50,000 equivalent per contract, and works estimated to cost less than \$50,000 equivalent per contract may be procured under contracts awarded on the basis of shopping.

3. Procurement from UN Agencies

Vehicles and office equipments may be procured from the Inter-Agency Procurement Services Office of the United Nations (IAPSO) in accordance with the provisions of paragraph 3.9 of the Guidelines.

Section III. Particular Methods of Procurement of Consultants' Services

A. Quality- and Cost-based Selection

Except as otherwise provided in Part B of this Section, consultants' services shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection. For purposes of paragraph 2.7 of the Consultant Guidelines, the short list of consultants for services estimated to cost less than \$100,000 equivalent per contract may comprise entirely national consultants.

B. Other Procedures

1. Selection Based on Consultants' Qualifications

Services estimated to cost less than \$100,000 equivalent per contract may be procured under contracts awarded in accordance with the provisions of paragraphs 3.1, 3.7 and 3.8 of the Consultant Guidelines.

2. Selection of NGOs

Services to assist the ANPN and the MEFPEPN to coordinate the Project activities may be contracted with NGOs in accordance with the provisions of paragraphs 3.16 and 3.10 of the Consultant Guidelines

3. Single Source Selection

Services to be delivered by NGO and included under Parts B, C and D of the project and services for delivering specialized courses and training in circumstances which meet the requirements of paragraph 3.10 of the Consultant Guidelines for Single Source Selection, may, with the Bank's prior agreement, be procured in accordance with the provisions of paragraphs 3.9 through 3.13 of the Consultant Guidelines

4. Individual Consultants

Services for assignments that meet the requirements set forth in the first sentence of paragraph 5.1 of the Consultant Guidelines may be procured under contracts awarded to

individual consultants in accordance with the provisions of paragraphs 5.2 through 5.3 of the Consultant Guidelines. Under the circumstances described in paragraph 5.4 of the Consultant Guidelines, and subject to the prior approval of the Bank, such contracts may be awarded to individual consultants on a sole-source basis.

Section IV. Review by the Bank of Procurement Decisions

Except as the Bank shall otherwise determine by notice to the Recipient, the following contracts shall be subject to Prior Review by the Bank: (a) the first three contracts for goods and civil works under Parts A1 and C.4 of the Project regardless of its method of procurement and contract value; (b) the first three contracts for goods and civil works procured through National Shopping, National Competitive Bidding, and International Competitive Bidding regardless of the contract value; (c) each contract for civil works estimated to cost the equivalent of US\$2,000,000 or more; (d) each contract for goods estimated to cost the equivalent of US\$100,000 or more; (e) the first three contracts for consultants' services procured under Selection Based on Consultants' Qualifications, Selection of NGOs and Individual Consultants; (f) each contract for consultants' services estimated to cost the equivalent of US\$100,000 or more for firms, and \$50,000 or more for individuals; (g) each contract for consultants' services procured under Single Source Selection regardless of the contract value; and (h) Terms of Reference for all consultant's contracts regardless of the contract value and procurement method. All other contracts shall be subject to Post Review by the Bank.

SCHEDULE 4**Implementation Program**

1. The Recipient shall:

(a) designate and maintain a unit within MEFEPEN, throughout the implementation period of the Project, with such responsibilities, functions, staff and resources, satisfactory to the Bank, to be responsible for the implementation of Parts B and D of the Project;

(b) maintain the ANPN with such responsibilities, functions, staff and resources, satisfactory to the Bank, to enable ANPN to carry out Parts A and C of the Project;

(c) establish and thereafter maintain a joint committee composed of representatives of the ANPN and the unit of the MEFEPEN, referred to in subparagraph (a) of this paragraph, to coordinate the overall Project implementation including preparation of consolidated work plans and budgets.

2. The Recipient shall:

(a) through MEFEPEN, contract and maintain contractual relationships with respectively WCS and WWF for the purpose of implementing Parts B and D of the Project;

(b) cause ANPN to contract and maintain contractual relationships with respectively WCS and WWF for the purpose of implementing Parts C of the Project.

3. The Recipient shall:

(a) through MEFEPEN, and jointly with ANPN adopt and thereafter apply a PIM, satisfactory to the Bank which shall include, *inter alia*: (i) the detailed description of the Project; (ii) the administrative and financial procedures, including accounting, financial reporting and auditing procedures applicable to the Project; (iii) the Procurement Plan and procedures for procurement consistent with the provisions of this Agreement; (iv) the ESIA including the EMP; (v) the RPF; (vi) the IPDP; (vii) terms of reference for all technical advisory services, training and studies to be implemented under the Project; and (viii) procedures for the monitoring, supervision and reporting, including a BMETT;

(b) not amend, delete, suspend or abrogate or waive any provision of the PIP without the prior approval of the Bank.

4. The Recipient shall, by June 30, 2006:

(a) prepare, satisfactory to the Bank, through MEFEPEN, and cause ANPN to prepare and adopt the respective training plans for MEFEPEN and ANPN staff under Parts A(3), A(4), C(5) and D(2) and thereafter implement such plans satisfactory to the Bank;

(b) cause ANPN to prepare a plan and terms of reference satisfactory to the Bank for contracting eco-guards under a three-year contract, including training and equipment of such eco-guards; and

(c) After the expiration of such three-year contract, the Recipient shall include all such eco-guards in the payroll of the ANPN.

5. The Recipient shall not authorize any mining and/or oil development activity in any part of any national protected area and any national park included in the NPN, unless such mining and/or oil development has been subjected to a prior environmental impact assessment, and that any impact of such oil and/or mining development shall have been compensated through adequate environmental and social mitigation measures including but not limited to the establishment of planned new protected areas and implementation of social development plans as appropriate, consistent with the EMP, RFP and IPDP, all satisfactory to the Bank.

6. The Recipient shall not implement any Project activity that may impact the livelihood of communities living in areas covered by the NPN including buffer zones. If any of such activities may impact on such communities' livelihood or result in resettlement, the Recipient shall, prior to commencing any planned activity in the area inhabited by such communities, implement mitigation measures defined in the ESIA including EMP, RPF, RAP and/or IPDP as appropriate, all satisfactory to the Bank.

7. The Recipient shall, by October 30 of each year, throughout the Project implementation period, and commencing on October 30, 2006, provide the Bank with draft budget allocations and work plans for the ANPN and the MEFEPEN and by the following March 30 of each year throughout the Project Implementation period, commencing March 30, 2007, provide the Bank with the final budget allocations and work plans.

8. The Recipient shall:

(a) maintain policies and procedures adequate to enable it to monitor and evaluate on an ongoing basis, in accordance with indicators satisfactory to the Bank, the carrying out of the Project and the achievement of the objectives thereof;

(b) prepare, under terms of reference satisfactory to the Bank, and furnish to the Bank, on or about June 30, 2008, a report integrating the results of the monitoring and evaluation activities performed pursuant to paragraph (a) of this Section, on the progress achieved in the carrying out of the Project during the period preceding the date of said report

and setting out the measures recommended to ensure the efficient carrying out of the Project and the achievement of the objectives thereof during the period following such date; and

(c) review with the Bank, by October 30, 2008, or such later date as the Bank shall request, the report referred to in paragraph (b) of this Section, and, thereafter, take all measures required to ensure the efficient completion of the Project and the achievement of the objectives thereof, based on the conclusions and recommendations of the said report and the Bank's views on the matter.

SCHEDULE 5**Special Accounts**

1. For the purposes of this Schedule:

(a) the term “Eligible Categories” means Categories (1.a), (2.a), (3.a), (4.a) and (5.a) with respect to ANPN Special Account, and Categories (1.b), (2.b), (3.b), (4.b) and (5.b) with respect to MEFPEPN Special Account, set forth in the table in paragraph 1 of Schedule 1 to this Agreement;

(b) the term “eligible expenditures” means expenditures in respect of the reasonable cost of goods, works, training and services required for the Project and to be financed out of the proceeds of the GEF Trust Fund Grant allocated from time to time to the eligible Categories in accordance with the provisions of Schedule 1 to this Agreement;

(c) the term “Authorized Allocation” means an amount equivalent to FCFA 350,000,000 in respect of the ANPN Special Account, and an amount equivalent to FCFA 150,000,000 in respect of the MEFPEPN Special Account, to be withdrawn from the GEF Trust Fund Grant Account and deposited into the Special Account pursuant to paragraph 3(a) of this Schedule, provided, however, that unless the Bank shall otherwise agree;

(d) the Authorized Allocation shall be limited to an amount equivalent to FCFA 175,000,000 in respect of ANPN Special Account until the aggregate amount if withdrawals under categories (1.a), (2.a), (3.a), (4.a) and (5.a) from the GEF Trust Fund Grant Account plus the total amount of all outstanding special commitments entered into by the Bank pursuant to Section 5.02 of the General Conditions shall be equal to or exceed the equivalent of US \$2,000,000;

(e) the Authorized Allocation shall be limited to an amount equivalent to FCFA 75,000,000 in respect of MEFPEPN Special Account until the aggregate amount if withdrawals under categories (1.b), (2.b), (3.b), (4.b) and (5.b) from the GEF Trust Fund Grant Account plus the total amount of all outstanding special commitments entered into by the Bank pursuant to Section 5.02 of the General Conditions shall be equal to or exceed the equivalent of US \$1,000,000.

2. Payments out of the Special Accounts shall be made exclusively for eligible expenditures in accordance with the provisions of this Schedule.

3. After the Bank has received evidence satisfactory to it that the Special Accounts have been duly opened, withdrawals of the Authorized Allocation and subsequent withdrawals to replenish the Special Accounts shall be made as follows:

(a) For withdrawals of the Authorized Allocation, the Recipient shall furnish to the Bank a request or requests for deposit into the Special Accounts of an amount or amounts which do not exceed the aggregate amount of the Authorized Allocation. On the basis of such request or requests, the Bank shall, on behalf of the Recipient, withdraw from the GEF Trust Fund Grant Account and deposit into the respective Special Account such amount or amounts as the Recipient shall have requested;

(b) (i) For replenishment of the Special Accounts, the Recipient shall furnish to the Bank requests for deposits into the respective Special Account at such intervals as the Bank shall specify;

(ii) Prior to or at the time of each such request, the Recipient shall furnish to the Bank the documents and other evidence required pursuant to paragraph 4 of this Schedule for the payment or payments in respect of which replenishment is requested. On the basis of each such request, the Bank shall, on behalf of the Recipient, withdraw from the GEF Trust Fund Grant Account and deposit into the Special Accounts such amount as the Recipient shall have requested and as shall have been shown by said documents and other evidence to have been paid out of the Special Accounts for eligible expenditures. All such deposits shall be withdrawn by the Bank from the GEF Trust Fund Grant Account under the respective eligible Categories, and in the respective equivalent amounts, as shall have been justified by said documents and other evidence.

4. For each payment made by the Recipient out of the Special Accounts, the Recipient shall, at such time as the Bank shall reasonably request, furnish to the Bank such documents and other evidence showing that such payment was made exclusively for eligible expenditures.

5. Notwithstanding the provisions of paragraph 3 of this Schedule, the Bank shall not be required to make further deposits into the Special Accounts:

(a) if, at any time, the Bank shall have determined that all further withdrawals should be made by the Recipient directly from the GEF Trust Fund Grant Account in accordance with the provisions of Article V of the General Conditions and paragraph (a) of Section 2.02 of this Agreement;

(b) if the Recipient shall have failed to furnish to the Bank, within the period of time specified in Section 4.01 (b)(ii) of this Agreement, any of the audit reports required to be furnished to the Bank pursuant to said Section in respect of the audit of the records and accounts for the Special Accounts;

(c) if, at any time, the Bank shall have notified the Recipient of its intention to suspend in whole or in part the right of the Recipient to make withdrawals from the Grant Account pursuant to the provisions of Section 6.02 of the General Conditions; or

(d) once the total unwithdrawn amount of the GEF Trust Fund Grant allocated to the eligible Categories, minus the total amount of all outstanding special commitments entered into by the Bank pursuant to Section 5.02 of the General Conditions with respect to the Project, shall equal the equivalent of twice the amount of the Authorized Allocation. Thereafter, withdrawal from the GEF Trust Fund Grant Account of the remaining unwithdrawn amount of the GEF Trust Fund Grant allocated to the eligible Categories shall follow such procedures as the Bank shall specify by notice to the Recipient. Such further withdrawals shall be made only after and to the extent that the Bank shall have been satisfied that all such amounts remaining on deposit in the Special Accounts as of the date of such notice will be utilized in making payments for eligible expenditures.

6. (a) If the Bank shall have determined at any time that any payment out of the Special Accounts: (i) was made for an expenditure or in an amount not eligible pursuant to paragraph 2 of this Schedule; or (ii) was not justified by the evidence furnished to the Bank, the Recipient shall, promptly upon notice from the Bank: (A) provide such additional evidence as the Bank may request; or (B) deposit into the Special Accounts (or, if the Bank shall so request, refund to the Bank) an amount equal to the amount of such payment or the portion thereof not so eligible or justified. Unless the Bank shall otherwise agree, no further deposit by the Bank into the Special Accounts shall be made until the Recipient has provided such evidence or made such deposit or refund, as the case may be;

(b) If the Bank shall have determined at any time that any amount outstanding in the Special Accounts will not be required to cover further payments for eligible expenditures, the Recipient shall, promptly upon notice from the Bank, refund to the Bank such outstanding amount;

(c) The Recipient may, upon notice to the Bank, refund to the Bank all or any portion of the funds on deposit in the Special Accounts;

(d) Refunds to the Bank made pursuant to paragraph 6 (a), (b) and (c) of this Schedule shall be Granted to the GEF Trust Fund Grant Account for subsequent withdrawal or for cancellation in accordance with the relevant provisions of this Agreement, including the General Conditions.