

CONFORMED COPY

GEF GRANT NUMBER TF091739

Global Environment Facility Grant Agreement

(Community-based Coastal and Marine Biodiversity Management Project)

between

REPUBLIC OF BENIN

and

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

Dated July 14, 2008

GEF GRANT NUMBER TF091739

GLOBAL ENVIRONMENT FACILITY GRANT AGREEMENT

AGREEMENT dated July 14, 2008, entered into between:

REPUBLIC OF BENIN (“Recipient”); and

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (“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 for Grants Made by the World Bank Out of Various Funds, dated July 20, 2006 (“Standard Conditions”) constitute an integral part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the Standard Conditions, in this Agreement or in Annex A to this Agreement.

**Article II
The Project**

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

**Article III
The Grant**

- 3.01. The Bank agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant in an amount equal to four million three hundred thousand United States Dollars (\$ 4,300,000) (“Grant”) to assist in financing the Project.
- 3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section IV of Schedule 2 to this Agreement.

**Article IV
Effectiveness; Termination**

- 4.01. This Agreement shall not become effective until evidence satisfactory to the Bank has been furnished to the Bank that the conditions specified below have been satisfied:
- (a) The project account has been opened and the initial contribution equivalent to CFAF 100 million has been deposited therein;
 - (b) The Recipient has produced and adopted (i) a Project Implementation Manual; (ii) a Project Administrative, Accounting, and Financial Manual; and (iii) a Project Monitoring and Evaluation Manual, each in form and substance satisfactory to the Bank;
 - (c) The Recipient has recruited an independent auditing firm to carry out annual accounting and financial audit of the Project’s funds;
 - (d) 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; and
 - (e) The Recipient has implemented the New Organizational Chart of ABE and recruited the following additional staff, with qualifications, experience and under terms of reference acceptable to the Bank: (i) the director of the Environmental Information and Monitoring Unit, (ii) the director of the Local Environmental Management Unit, and (iii) the head of the Coastal Environmental Monitoring Office.

- 4.02. As part of the evidence to be furnished pursuant to Section 4.01 (a), there shall be furnished to the Bank an opinion or opinions satisfactory to the 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, attesting, 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.
- 4.03. This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date 90 days after the date of this Agreement, unless the World Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The World Bank shall promptly notify the Recipient of such later date.

Article V
Recipient's Representative; Addresses

- 5.01. The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is the Minister of the Recipient at the time responsible for finance.
- 5.02. The Recipient's Address referred to in Section 7.01 of the Standard Conditions is:

Ministère du Développement, de l'Economie et des Finances
B.P. 302
Cotonou
Republic of Benin

Cable address:	Telex:	Facsimile:
MINFINANCES Cotonou	5009 MINFIN or 5289 CAA	(229) 21 30 18 51 (229) 21 31 53 56

- 5.03. The Bank's Address referred to in Section 7.01 of the Standard Conditions is:

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

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

AGREED at Cotonou, Benin, as of the day and year first above written.

REPUBLIC OF BENIN

By

**/s/ Soulé Mana Lawani
Authorized Representative**

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

By

**Madani M. Tall
Authorized Representative**

SCHEDULE 1

Project Description

The objective of the Project is to promote the participatory conservation and sustainable use of biological diversity of coastal wetlands and marine resources through the establishment of community-based conservation areas in high priority biodiversity sites.

The Project consists of the following parts:

Component 1: Coordination, Institution and Capacity Building for Integrated Coastal Zone Management

1. Reduction of the fragmentation of policy and institutions related to the management of coastal resources through (i) supporting the preparation and adoption of the Coastal Zone Master Plan, (ii) supporting the preparation and adoption of the Coastal Zone Framework Law, and related implementation decrees, (iii) the creation of a national commission for coastal zone protection and management (NCCZPM) that will help to harmonize sector policies and programs that affect coastal resources, and (iv) helping to create and/or strengthen communal councils (CCED) and the inter-communal council for eco-development (CIED) to coordinate economic development and the management of critical natural resources, including biodiversity hot spots in communal territories, and areas that span over several municipalities, and to oversee the implementation of the CBCA Management Plans.

2. Strengthening of the technical capacity of line ministries, coastal municipalities, the ABE, and local communities involved in coastal resource management and conservation, through workshops seminars, awareness raising, study tours, participation in regional conferences, and 'learning-by-doing', and short-term training sessions, which will focus on developing skills in: (i) integrated land use planning, (ii) conflict resolution in resource multiple-use systems, (iii) environmental impact assessment, and (iv) participatory monitoring and evaluation in sustainable natural resource management.

Component 2: Community-Based Coastal Biodiversity Conservation Areas

1. Establishment of four Community-Based Biodiversity Conservation Areas (CBCAs), through (i) the elaboration of a baseline study on socio-economic and institutional conditions, (ii) consultation and sensitization of local populations and governments, (iii) supporting the adoption of communal statutes designating the targeted sites as CBCAs, (iv) demarcation of the conservation sites, (v) the preparation and adoption of site management and conservation charters, (vi) the formulation of effective

site-specific conservation managements plans (“CBCA Management Plans”), which will provide for small grants to be available for Sub-projects, (vii) the creation of site management units for each of the CBCAs (“CBCA Management Units”), through technical assistance, surveys and baseline studies, and (viii) support to the creation and reinforcement of the capacities of associations of CBCA users, representatives of local communities and local partners for the implementation of the CBCA Management Plans.

Component 3: Monitoring and Evaluation of Coastal and Marine Biodiversity

1. Development of a monitoring and information system for coastal and marine resources and ecosystems to guide local and national policy and decision-making processes, and to foster public awareness of conservation needs and social, economic and cultural benefits, through (a) the design of an integrated database for biodiversity monitoring and evaluation to be complementary and linked to the existing environmental information and monitoring system which is managed by ABE; and (b) the purchase and establishment of hardware and software necessary for the operation of the integrated database and the effective functioning of the biodiversity monitoring and evaluation system, and (c) technical assistance.

2. Provision of support for inventorying and monitoring activities of coastal biodiversity resources, through (i) planning of inventorying and monitoring activities, (ii) surveying, quantifying and mapping of resources, and (iii) collection of economic, social and environmental baseline data within the coastal zone in order to establish the baseline for monitoring the performance of the Project during implementation.

Component 4: Project Management

Provision of support to the implementation of the Project activities by procuring goods and services required for the operations, assuring financial management and reporting, activity planning and coordination, project performance monitoring and evaluation, mobilizing and providing assistance and advisory services to the technical partners of the Project.

SCHEDULE 2

Project Execution

Section I. Institutional and Other Arrangements

A. Institutional Arrangements

1. Except as the Bank shall otherwise agree, the Recipient shall: (i) apply the criteria, policies, procedures and arrangements set out in the Project Implementation Manual, the Administrative, Accounting and Financial Manual and the Monitoring and Evaluation Manual; and (ii) not amend or waive, or permit to be amended or waived, the Project Implementation Manual, the Administrative, Accounting and Financial Manual and the Monitoring and Evaluation Manual or any provision thereof, in a manner which, in the opinion of the Bank, may materially and adversely affect the implementation of the Project.
2.
 - (a) The Recipient shall maintain throughout Project implementation, the *Agence Béninoise pour l'Environnement* (ABE), a division of the MEPN, which will be responsible for the implementation of the Project.
 - (b) The Recipient shall create and maintain the Multidisciplinary Technical Committee (*Comité Technique*) which shall be comprised of technical experts from sectoral ministries, the university and research institutes, and will be chaired by the MEPN. This Committee will play an advisory role by reviewing and making recommendations on the annual work programs, and by providing assistance for the resolution of specific technical implementation problems, on demand.
 - (c) The Recipient shall create and maintain the CIEDs, which shall include the following stakeholders of the *Communes* sharing one or more CBCA: (i) the mayor or his/her representative, (ii) one representative of the association of resource users (*Associations de Riverains et d'Utilisateurs des Ressources*), (iii) one representative of credible environmental NGOs operating in the commune, (iv) representatives of central government technical agencies at the commune level, (v) one representative for each key development project in the Commune, (vi) one representative of each of the relevant CBCA Management Units, and (vii) one representative of ABE. The CIEDs are responsible for the coordination and supervision of the implementation of Project activities within the *Communes* in their jurisdiction that are covered by one or more CBCAs.

- (d) The Recipient shall create and maintain the CCEDs which shall be comprised of the following stakeholders of the Communes in which a CBCA is located (i) the mayor or his/her representative, (ii) one representative of the association of resource users (*Associations de Riverains et d'Utilisateurs des Ressources*), (iii) one representative of credible environmental NGOs operating in the commune, (iv) representatives of central government technical agencies at the commune level, (v) one representative for each key development project in the Commune, and (vi) one representative (designated by ABE) of the relevant CBCA Management Unit. The CCEDs shall be in charge of overseeing the implementation of the Project activities located in their territories. The responsibilities of the CCEDs shall include to: (i) validation of the conservation charters for CBCAs, (ii) ensure the enforcement of the conservation statute, and carry out the associated statutory functions, (iii) oversee the formulation and implementation of the CBCA Management Plans, (iv) approve and submit the annual work program and the monitoring and evaluation reports prepared by the CBCA Management Units to ABE, and (v) assist in the management of resource use conflicts.
- (e) The Recipient shall create and maintain the *Groupes Consultatifs Locaux* in the areas where the CBCAs are located, which shall be comprised of: (i) representatives of the association of resource users (*Associations de Riverains et d'Utilisateurs des Ressources*); (ii) customary chiefs; (iii) representatives of central government technical agencies at the commune level; and (iv) the chief of district. Each Local Consultative Group (*Groupe Consultatif Local*) will be empowered to: (i) sign the Biodiversity Management and Conservation Charter; (ii) participate in the validation of each CBCA's annual work program, (iii) supervise and follow the implementation of said program; (iv) express an opinion to the Sub-Project Selection Committee on the eligibility of Sub-projects submitted by the associations of resource users (*Associations de Riverains et d'Utilisateurs des Ressources*); (v) participate in the monitoring and evaluation of the implementation of the approved Sub-Projects; and (vi) assist in conflict resolution linked to the use of natural resources at the community level.
- (f) When the CBCA is shared by more than one municipality, CIED will play the role of the CCEDs. The CCEDs and the CIED will assume full responsibility for managing the CBCAs at the end of the Project.
- (g) The Recipient shall create and maintain the CBCA Management Units which shall be responsible for managing the CBCAs at the Commune or inter-commune level, and which shall be responsible for: (i) formulating

and implementing the CBCA Management Plans; (ii) providing monitoring and evaluation reports; (iii) preparing a mid-term implementation report; and (iv) preparing a project implementation completion report.

B. Sub-projects

1. The Recipient shall make sub-financing (“Sub-Financing”) available to Beneficiaries in accordance with eligibility criteria and procedures acceptable to the Bank, as further set forth in the Project Implementation Manual, as reviewed by a selection committee made up of ABE, representatives of CIED and/or the relevant CCED, as applicable, two representatives of the associations of resource users (*Associations de Riverains et d’Utilisateurs des Ressources*), and one representative of relevant CBCA Management Unit (collectively, the “Sub-Project Selection Committee”), Such Sub-financing shall support the following activities at the local level:
 - (a) the Sub-projects shall be initiated by eligible local user associations;
 - (b) Sub-financing shall only be provided for Sub-projects satisfying the criteria set forth in the PIM, consisting of (i) alternative livelihood activities or currently practiced livelihood activities that integrate conservation and/or relieve human pressure on the natural resource base in the project areas; and (ii) rehabilitation activities of social infrastructure, such as schools, rural clinics, and hand pumps for rural water supply around and in the CBCAs.
2. The Recipient shall make each Sub-financing under an agreement with the respective Beneficiary (the “Sub-Financing Agreement”) on terms and conditions approved by the Bank, as further set forth in the Project Implementation Manual, which shall include the following:
 - (a) The Sub-financing shall be made in the form of a grant;
 - (b) The Recipient shall obtain rights adequate to protect its interests and those of the Bank, including the right to: (i) suspend or terminate the right of the Beneficiary to use the proceeds of the Sub-financing, upon the Beneficiary’s failure to perform any of its obligations under the Sub-financing Agreement; and (ii) require each Beneficiary to: (A) carry out its Sub-project with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social safeguard standards and practices satisfactory to the Bank,

including in accordance with the provisions of the Anti-Corruption Guidelines applicable to recipients of grant proceeds other than the Recipient; (B) provide, promptly as needed, the resources required for the purpose; (C) procure the goods, works and services to be financed out of the Sub-financing in accordance with the provisions of this Agreement; (D) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Bank, the progress of the Sub-project and the achievement of its objectives; (E) (1) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Bank, both in a manner adequate to reflect the operations, resources and expenditures related to the Sub-project; and (2) at the Bank's or the Recipient's request, have such financial statements audited by independent auditors acceptable to the Bank, in accordance with consistently applied auditing standards acceptable to the Bank, and promptly furnish the statements as so audited to the Recipient and the Bank; (F) enable the Recipient and the Bank to inspect the Sub-project, its operation and any relevant records and documents; and (G) prepare and furnish to the Recipient and the Bank all such information as the Recipient or the Bank shall reasonably request relating to the foregoing.

3. The Recipient shall exercise its rights under each Sub-financing Agreement in such manner as to protect the interests of the Recipient and the Bank and to accomplish the purposes of the Financing. Except as the Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive any Sub-Financing Agreement or any of its provisions.

C. Safeguards

The Recipient shall carry out the Project in accordance with the ESMF and the PF except as the Bank shall otherwise agree, and shall not amend or waive any provision of these Frameworks without the Bank's prior written approval. These Frameworks that guide the Recipient in the integration of environmental and social safeguard aspects into the selection and implementation of the Sub-projects, and in adequately addressing local populations' concerns over the restrictions in access to natural resources within the CBCAs will not be amended or waived.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports; Completion Report

1. (a) The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 2.06 of the Standard Conditions and on the basis of the indicators set forth below in sub-paragraph (b) of this paragraph. Each Project Report shall cover the period of one calendar semester, and shall be furnished to the Bank not later than one month after the end of the period covered by such report.
- (b) The performance indicators referred to above in sub-paragraph (a) consist of the following:
 - the four CBCAs are managed by local communities in accordance with the Biodiversity Conservation Charter signed with the local authorities at the beginning of the Project;
 - 70 % of conservation and sustainable use activities included in the four CBCA Management Plans are successfully implemented by year 5; and
 - 50 % increase in the management effectiveness score of the four targeted CBCAs by year 5 compared to site-specific baseline assessment.
2. The Recipient shall prepare the Completion Report in accordance with the provisions of Section 2.06 of the Standard Conditions. The Completion Report shall be furnished to the Bank not later than six months after the Closing Date. In order to assist the Recipient in preparing the Completion Report, the Recipient shall employ consultants whose qualifications, experience and terms of reference are acceptable to the Bank.

B. Financial Management; Financial Reports; Audits

1. The Recipient shall ensure that a financial management system is maintained in accordance with the provisions of Section 2.07 of the Standard Conditions.
2. The Recipient shall ensure that interim unaudited financial reports for the Project are prepared and furnished to the Bank as part of the Project Report, no later than

forty-five days after the end of each calendar semester, covering the semester, in form and substance satisfactory to the Bank.

3. The Recipient shall, upon the Bank's request, have its Financial Statements for the Project audited in accordance with the provisions of Section 2.07 (b) of the Standard Conditions. Each such audit of the Financial Statements shall cover the period of one fiscal year of the Recipient or the entire period during which withdrawals from the Grant Account were made. The audited Financial Statements for each such period shall be furnished to the Bank not later than six months after the end of such period.

Section III. Procurement

A. General

1. **Procurement and Consultant Guidelines.** All goods, works and services required for the Project and to be financed out of the proceeds of the Grant shall be procured in accordance with the requirements set forth or referred to in:
 - (a) Section I of the "Guidelines for Procurement under IBRD Loans and IDA Credits" published by the Bank in May 2004 ("Procurement Guidelines") in the case of goods and works, and Sections I and IV of the "Guidelines: Selection and Employment of Consultants by World Bank Borrowers" published by the Bank in October 2006 ("Consultant Guidelines") in the case of consultants' services; and
 - (b) the provisions of this Section III, as the same shall be elaborated in the procurement plan prepared and updated from time to time by the Recipient for the Project in accordance with paragraph 1.16 of the Procurement Guidelines and paragraph 1.24 of the Consultant Guidelines ("Procurement Plan").
2. **Definitions.** The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the Bank of particular contracts, refer to the corresponding method described in the Procurement Guidelines, or Consultant Guidelines, as the case may be.

B. Particular Methods of Procurement of Goods and Works

1. **International Bidding.** Except as otherwise provided in paragraph 2 below, goods and works shall be procured under contracts awarded on the basis of International Competitive Bidding.
2. **Other Methods of Procurement of Goods and Works.** The following methods, other than International Competitive Bidding, may be used for procurement of goods and works for those contracts specified in the Procurement Plan which the Bank agrees meet the requirements set forth in the Procurement Guidelines for their use: (a) National Competitive Bidding subject to the Bank's prior review of the sample form of NCB document; (b) Shopping; and (c) Community Participation Procurement.

C. Particular Methods of Procurement of Consultants' Services

1. **Quality- and Cost-based Selection.** Except as otherwise provided in paragraph 2 below, consultants' services shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection.
2. **Other Methods of Procurement of Consultants' Services.** The following methods, other than Quality- and Cost-based Selection, may be used for procurement of consultants' services for those assignments which are specified in the Procurement Plan: (a) Selection under a Fixed Budget; (b) Least Cost Selection; (c) Selection based on Consultants' Qualifications; (d) Single-source Selection, with prior Bank approval; and (e) individual consultant selection.

D. Review by the Bank of Procurement Decisions

1. 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 two contracts to be awarded in accordance with each procurement method; (b) each contract for goods or works estimated to cost the equivalent of \$200,000 or more; (c) each contract for consultants' services provided by a firm estimated to cost the equivalent of \$100,000 or more; (d) each contract for individual consultants' services estimated to cost the equivalent of \$50,000 or more; and (e) all single source selection; (f) all training; (g) all TORs for contracts above \$5,000; and (h) all amendments of contracts raising the initial contract price by more than 15 percent of the original amount or above the prior review threshold. All other contracts shall be subject to Post Review by the Bank.

Section IV. Withdrawal of Grant Proceeds

A. General

1. The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of (a) Article III of the Standard Conditions, (b) this Section, and (c) such additional instructions as the Bank may specify by notice to the Recipient (including the “World Bank Disbursement Guidelines for Projects” dated May 2006, as revised from time to time by the Bank and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.
2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Grant (“Category”), the allocations of the amounts of the Grant to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

Category	Amount of the Grant Allocated (expressed in USD)	Percentage of Expenditures to be Financed
(1) Goods	600.00	100%
(2) Works	400.00	100%
(3) Consultants’ service and training	2,100.00	100%
(4) Sub-financing for Sub-projects	500.00	100%
(5) Operating Costs	500.00	100%
(6) Unallocated	200.00	
TOTAL AMOUNT	4,300,000.00	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section no withdrawal shall be made:

- (a) for payments made prior to the date of this Agreement; and
 - (b) under Category 4 for grants to Sub-projects prior to signing by the relevant Beneficiary of a Sub-Financing Agreement.
2. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is November 15, 2012.

Section V. Other Undertaking

- (a) No later than 18 months of Project effectiveness, the Recipient shall create 4 CBCAs with each its management unit and plan.
- (b) No later than 12 months of Project effectiveness, the Recipient shall have established an internal auditing function within ABE.
- (c) No later than 10 months after Project effectiveness, the Recipient shall have deposited the equivalent to CFA 200 million in the project account and shall continue to deposit CFA 100 million every six months thereafter until the Closing Date of the Project.
- (d) During the length of the Project, the Recipient shall continue to maintain the same level of budgetary allocations to ABE for the implementation of the PNGE.
- (e) No later than 6 months of Project effectiveness, the Recipient shall have created the Technical Committee to be created under Component 1 of the Project, and within 18 months of Project effectiveness, the CIEDs, the CCEDs and the Local Consultative Groups.

ANNEX A

Definitions

1. “Administrative, Accounting and Financial Manual” means the manual outlining the administrative, financial, accounting and reporting procedures for the implementation of the Project adopted pursuant to Section 4.01 (b) of this Agreement, as the same may be amended from time to time, and such term includes any schedules to the Administrative, Accounting and Financial Manual;
2. “Affected Persons” means persons who, on account of the execution of the Project, had or would have their: (i) standard of living adversely affected; or (ii) right, title, interest in any house, land (including premises, agricultural and grazing land) or any other fixed or movable asset acquired or possessed, temporarily or permanently; (iii) access to productive assets adversely affected, temporarily or permanently; or (iv) business, occupation, work or place of residence or habitat adversely affected; and “Affected Person” means any of the Affected Persons.
3. “*Agence Béninoise pour l’Environnement*” or “ABE” means the Recipient’s Environmental Agency, governed by the Decree No 2005-759 *portant approbation des statuts de l’Agence Béninoise pour l’Environnement*, dated December 8, 2005.
4. “Anti-Corruption Guidelines” means the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006.
5. “Beneficiaries” means the local user associations eligible to receive Sub-financing under the Project.
6. “CBCAs” means the four community-based biodiversity conservation areas to be established under Component 2 of the Project.
7. “CBCA Management Plans” means the site specific conservation managements plans to be elaborated under Component 2 of the Project.
8. “CBCA Management Unit” means each of the site management units for each of the CBCAs to be established under Component 2 of the Project.

9. “CCEDs” (*Conseils Communaux d’Ecodéveloppement*) means the communal councils to be established under Component 1 of the Project.
10. “Coastal Zone Framework Law”(*loi littorale*) means the law to be adopted by the Recipient regulating the use of natural resources and the occupation of the coastal areas, the adoption of which is supported under Component 1 of the Project.
11. “Coastal Zone Master Plan” (*Schéma Directeur d’Aménagement du Littoral*) means the orientation plan describing the state of the environment on the coastal area, makes zoning recommendations and recommendations regarding long term management of such zone, the adoption of which is supported under Component 1 of the Project.
12. “Consultant Guidelines” means the “Guidelines: Selection and Employment of Consultants by World Bank Borrowers” published by the Bank in May 2004 and revised in October 2006.
13. “ESMF” means the Environmental and Social Management Framework adopted by the Recipient, consisting of a unified process for avoiding or minimizing all adverse environmental and social aspects of Sub-projects from preparation, through review and approval, to implementation, and monitoring and evaluation.
14. “Inter-Communal Council for Eco-Development” or “CIED” (*Conseils Intercommunaux d’Ecodéveloppement*) means the inter-communal councils to be established under Component 2 of the Project.
15. “Local Consultative Groups” or (*Groupe Consultatif Local*) means the Local Consultative Groups referenced in Schedule 2 hereto.
16. “MEPN” means the Recipient’s Ministry of Environment and Natural Protection.
17. “Monitoring and Evaluation Manual” means the manual outlining the monitoring and evaluation procedures under the Project adopted pursuant to Section 4.01 (b) of this Agreement, as the same may be amended from time to time, and such term includes any schedules to the Monitoring and Evaluation Manual.
18. “New Organizational Chart of ABE” means the new organizational chart of ABE to be adopted by the Recipient pursuant to Section 4.01 (e) of this Agreement.

19. “Operating Costs” means the excess of expenses incurred for execution, management and monitoring of the Project, in particular for office rents, material and furniture, bank fees, communications, the use, maintenance and insurance of vehicles, the maintenance of offices and material, travel and supervising costs, support staff salaries for secretaries and drivers, but excluding salaries of public officials of the Recipient.
20. “PNGE” (*Programme National de Gestion de l’Environnement*) means the National Program for Environmental Management.
21. “Project Implementation Manual” or “PIM” means the manual which outlines, inter alia, the operational, institutional, financial, procurement, accounting and disbursement arrangements for the implementation of the Project adopted pursuant to Section 4.01 (b) of this Agreement, as the same may be amended from time to time, and such term includes any schedules to the PIM.
22. “PF” means the Process Framework adopted by the Recipient, describing the participatory process by which (i) Component 2 of the Project was prepared and will be implemented, (ii) the criteria for eligibility of Affected Persons will be determined, (iii) measures to assist the Affected Persons will be identified, and (iv) potential conflicts involving Affected Persons will be resolved.
23. “Procurement Guidelines” means the “Guidelines: Procurement under IBRD Loans and IDA Credits” published by the Bank in May 2004 and revised in October, 2006.
24. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated April 12, 2007 and referred to in paragraph 1.16 of the Procurement Guidelines and paragraph 1.24 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.
25. “Standard Conditions” means the “Standard Conditions for Grants Made by the World Bank Out of Various Funds”, dated July 20, 2006.
26. “Sub-financing” means the grants made or to be made to a Beneficiary from the proceeds of the Grant, to finance activities under a Sub-project under Component 2 of the Project in accordance with the provisions of this Agreement and with the conditions and provisions of the PIM.
27. “Sub-projects” shall mean the eligible sub-projects identified under Component 2 of the Project for which Sub-financing has been or may be provided.

28. "Technical Committee" means the multidisciplinary technical committee to be created under Component 1 of the Project.