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GRANT NUMBER TFB5467

*Critical Ecosystem Partnership  
Fund*  
**Grant Agreement**

(Critical Ecosystem Partnership Fund – Caribbean Hotspot Project)

between

CONSERVATION INTERNATIONAL FOUNDATION

and

INTERNATIONAL BANK FOR RECONSTRUCTION  
AND DEVELOPMENT

acting as administrator of Critical Ecosystem Partnership Fund

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**GRANT NUMBER TFB5467**

**CRITICAL ECOSYSTEM PARTNERSHIP FUND  
GRANT AGREEMENT**

AGREEMENT dated as of the Signature Date between CONSERVATION INTERNATIONAL FOUNDATION (“Recipient”) and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (“Bank”), acting as administrator of Critical Ecosystem Partnership Fund (TF050500) (“Trust Fund”).

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 this Agreement.

**Article II  
The Project**

- 2.01. The Recipient declares its commitment to the objective of the project described in Schedule 1 to this Agreement (“Project”). To this end, the Recipient shall carry out the Project 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 thirteen million nine hundred thousand United States Dollars (\$13,900,000) (“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 Donor 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 Donor 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 Event of Suspension referred to in Section 4.02 (k) of the Standard Conditions consists of the following:
- (a) the articles of incorporation of the Recipient, or any other relevant instrument of establishment or registration, or any relevant legislation, governmental order, regulation or agreement, that establishes the Recipient and/or impacts its ability to carry out any of its obligations under this Agreement, is introduced, amended, suspended, abrogated, repealed or waived so as, in the opinion of the Bank, to affect materially and adversely the Recipient's ability to perform any of its obligations under the Project.
  - (b) the 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 that would have entitled the 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 Bank has been furnished to the 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 corporate action.
  - (b) The Recipient has adopted the Project Operations Manual in accordance with Section I.C of Schedule 2 to this Agreement.
- 5.02 As part of the evidence to be furnished pursuant to Section 5.01 (a), the Recipient shall furnish to the Bank an opinion satisfactory to the Bank, of counsel acceptable to the Bank, showing that this Agreement has been duly authorized by, and executed and delivered on behalf of, the Recipient and is legally binding upon the Recipient 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 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 Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if this Agreement had been effective, the Bank may postpone the dispatch of the notice referred to in this Section until such event (or events) has (or have) ceased to exist.
- 5.04 *Termination for Failure to Become Effective.* This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date ninety (90) days after the date of this Agreement, unless the Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The Bank shall promptly notify the Recipient of such later date.

**Article VI**  
**Recipient’s Representative; Addresses**

- 6.01. The Recipient’s Representative referred to in Section 7.02 of the Standard Conditions is Executive Director.
- 6.02. For purposes of Section 7.01 of the Standard Conditions:
- (a) the Recipient’s address is:
- Critical Ecosystem Partnership Fund  
Conservation International Foundation  
2011 Crystal Drive, Suite 600  
Arlington, VA 22202 and
- (b) the Recipient’s Electronic Address is:
- E-mail:  
  
cepfexecutive@conservation.org
- 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:

248423 (MCI) or  
64145 (MCI)

1-202-477-6391

AGREED as of the Signature Date.

**CONSERVATION INTERNATIONAL FOUNDATION**

By

*M. Sanjayan*

\_\_\_\_\_  
**Authorized Representative**

**Name:** \_\_\_\_\_  
Dr. M Sanjayan

**Title:** \_\_\_\_\_  
Chief Executive Officer

**Date:** \_\_\_\_\_  
01-Jul-2021

**INTERNATIONAL BANK FOR  
RECONSTRUCTION AND DEVELOPMENT  
acting as administrator of Critical Ecosystem Partnership  
Fund**

By

*Tahseen Sayed*

\_\_\_\_\_  
**Authorized Representative**

**Name:** \_\_\_\_\_  
Tahseen Sayed

**Title:** \_\_\_\_\_  
Country Director

**Date:** \_\_\_\_\_  
29-Jun-2021

## **SCHEDULE 1**

### **Project Description**

The objective of the Project is to improve the capacity of civil society organizations to reduce threats to globally important biodiversity in the Caribbean Islands Biodiversity Hotspot.

The Project consists of the following parts:

Part 1: Increased Share of Land and Sea in and around Priority KBAs under Improved Management

Provision of (i) Non-Competitive Sub-grants and Large Sub-grants, and (ii) Small Sub-grants to selected Civil Society Organizations (CSOs) to carry out sub-projects in the following areas:

- (a) Strengthening protection and management of priority Key Biodiversity Areas (KBAs), including preparation of legal and participatory adaptation frameworks for priority sites currently under protected or unprotected.
- (b) Connectivity and ecosystem resilience in priority corridors, including activities that contribute to the protection and sustainable management of biodiversity around priority KBAs.
- (c) Conservation plans for critically endangered and endangered species.
- (d) Enhancing enabling conditions for biodiversity conservation, including promoting policy dialogue and advocacy actions focusing on government policies that impact priority KBAs.

Part 2: Increased Capacity of CSOs in Conservation

Provision of:

- (a) (i) Large Sub-grants, and (ii) Small Sub-grants to selected CSOs to carry out training to strengthen capacity in implementing conservation activities.
- (b) A capacity development program, including training and mentoring, to CSOs in conservation and sustainable use of biodiversity.

Part 3: Increased Capacity of RIT in Leadership and Coordination of CSO Conservation Actions

Provision of capacity building activities by the Recipient to strengthen the capacity of the RIT in Project management and implementation, including on assessing proposed sub-projects, identifying technical and fiduciary risks, and newest development on biodiversity conservation.

Part 4: Strengthened CSO Partnerships for Conservation

Supporting (i) CANARI, for the Commonwealth of the Bahamas, the Republic of Haiti and Saint Vincent and the Grenadines, and (ii) INTEC, for the Dominican Republic, Antigua and Barbuda, Jamaica and Saint Lucia, in:

- (a) developing capacity development plans on social accountability mechanisms;
- (b) promoting partnerships between CSOs, public bodies and other stakeholders for conservation, including developing a harmonized capacity development plan for CSOs; and
- (c) designing and implementing knowledge-sharing and learning activities related to the implementation of social accountability methodologies generated under (a).

Part 5: Project Management, Monitoring and Evaluation

Supporting the PIU in Project administration, supervision, communication, procurement, financial management, monitoring and evaluation and reporting through provision of Recipient Operating Costs and Training.



## SCHEDULE 2

### Project Execution

#### Section I. Institutional and Other Arrangements

##### A. Institutional Arrangements.

###### Project Implementation Unit

The Recipient shall maintain throughout the Project implementation a Project Implementation Unit (“PIU”) with functions, composition and resources satisfactory to the Bank. Without limitation to the previous paragraph, the PIU shall (a) be headed by the Recipients’ Executive Director and include specialists in *inter alia* procurement, financial management, monitoring and evaluation, all with qualifications, experience and ethics, and subject to terms of reference acceptable to the Bank, as further detailed in the POM; and (b) be responsible for overall coordination and implementation, including fiduciary management, environmental and social, procurement, reporting, monitoring and evaluation of the Project, as further detailed in the POM.

##### B. Additional implementation arrangements

###### CANARI Agreement

1. For the purpose of carrying out certain activities under Parts 1, 2, 3 and 4 of the Project, the Recipient enter into an agreement with CANARI (“CANARI Agreement”) under terms and conditions acceptable to the Bank, as set forth in the POM and this Agreement, and including, *inter alia*, that CANARI shall:
  - (a) establish and thereafter maintain throughout the Project implementation a Regional Implementation Team (“RIT”) with functions, composition and resources satisfactory to the Bank. Without limitation to the previous paragraph, the RIT shall support the PIU in engaging with CSOs, the Sub-grant selection process, monitoring and oversight over sub-projects, capacity building activities for CSOs and facilitating partnerships of CSOs, as further detailed in the POM;
  - (b) carry out its operations with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards, including the ESS and the ESCP, the Anti-Corruption Guidelines, the Procurement Regulations and the POM;
  - (c) upon the selection of one or more CSO, pursuant to the criteria and procedures established in the POM, provide a Small Sub-grant to such

CSO (each a "Beneficiary") pursuant to a Sub-grant Agreement, under terms and conditions specified in in the POM and section 5 below;

- (d) shall enable the Recipient and the Bank to inspect its operations and any relevant records and documents; and
  - (e) shall 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.
2. The Recipient shall exercise its rights and carry out its obligations under the CANARI Agreement in such manner as to protect the interests of the Recipient and the Bank; (i) to accomplish the purposes of the Grant; and (ii) to not assign, make amendments to material provisions, terminate, abrogate, waive or fail to enforce the CANARI Agreement or any of its provisions, subject to the Bank's prior written approval.

INTEC Agreement

3. For the purpose of carrying out certain activities under Part 4 of the Project, the Recipient enter into an agreement with INTEC ("INTEC Agreement") under terms and conditions acceptable to the Bank, as set forth in the POM and this Agreement, and including, *inter alia*, that INTEC shall (i) carry out its operations with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards, including the ESS and the ESCP, the Anti-Corruption Guidelines, the Procurement Regulations and the POM; (ii) shall enable the Recipient and the Bank to inspect its operations and any relevant records and documents; and (iii) shall 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.
4. The Recipient shall exercise its rights and carry out its obligations under the INTEC Agreement in such manner as to protect the interests of the Recipient and the Bank; (ii) to accomplish the purposes of the Grant; and (iii) to not assign, make amendments to material provisions, terminate, abrogate, waive or fail to enforce the INTEC Agreement or any of its provisions, subject to the Bank's prior written approval.

Sub-grant agreements

5. The Recipient shall, and shall cause CANARI (as applicable) to, upon the selection of one or more CSO, pursuant to the criteria and procedures established in the POM, provide a Sub-grant to such CSO (each a "Beneficiary") to carry out a subproject in a Project Country, pursuant to a Sub-grant Agreement, under terms and conditions specified in in the POM, which shall include, *inter alia*:

- (a) the obligation of each Beneficiary to:
- (i) carry out its obligations under the Sub-grant Agreements with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices, including the ESS and ESCP;
  - (ii) follow the Anti-Corruption Guidelines applicable to recipients of loan proceeds other than the Recipient;
  - (iii) enable the Bank, the Recipient, and CANARI, as applicable, to inspect its operations and any relevant records and documents;
  - (iv) prepare and furnish to the Bank, the Recipient, and CANARI, as applicable, all such information as the Bank, the Recipient and CANARI shall reasonably request relating to the foregoing; and
- (b) the right of the Recipient or CANARI, as applicable, to suspend, cancel or request a refund, as applicable, of the Sub-grant, or a portion thereof in case of the failure of the Beneficiary to perform any of its obligations under the Sub-grant Agreement, as applicable.

**C. Project Operations Manual**

1. The Recipient shall: (a) prepare and furnish to the Bank for approval, a Project Operations Manual, which shall include provisions on the following matters:
- (i) institutional arrangements for the oversight, coordination, management and day-to-day implementation of the Project, including details on the

respective roles and responsibilities of the units and entities involved in implementation of the Project;

- (ii) financial management;
- (iii) procurement;
- (iv) arrangements for preventing, detecting, reporting, investigation, remediation and otherwise addressing fraud and corruption, including compliance with the Anti-Corruption Guidelines;
- (v) environmental and social management systems, including on grievance redressal mechanism;
- (vi) monitoring and evaluation, reporting and communication;
- (vii) disbursement and flow of funds arrangements;
- (viii) terms and conditions for the CANARI Agreement and INTEC Agreement, respectively;
- (ix) selection and eligibility criteria, and procedures, and terms and conditions applicable to the Non-Competitive Sub-grants, Large Sub-grants and Small Sub-grants under Part 1 and 2 of the Project;
- (x) selection criteria for the regional advisory committee (RAC) to be involved in the selection of Beneficiaries and the decision-making process for such selection;
- (x) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for the Project; and
- (xi) template Sub-grant Agreements for the Sub-grants under Part 1 and 2 of the Project, shall be included as annexes;
- (xii) upon approval of the Bank of the POM, the Recipient shall adopt and thereafter implement the Project in accordance with the POM; and
- (xiii) not amend, abrogate, waive, or permit to be amended, abrogated, or waived, the POM, or any provision thereof, without the prior written consent of the Bank in accordance with the procedure set out in the POM.

2. In the event of any conflict between the provisions of the Project Operations Manual and those of this Agreement, the provisions of this Agreement shall prevail.

**D. Annual Work Plan and Budget**

1. Not later than May 31 in each calendar year (or one month after the Effective Date for the first year of Project implementation), the Recipient shall prepare or cause to be prepared for the purpose of forwarding to the Bank: (i) a draft annual work plan and budget for the Project (including Training, Management Fees and Recipient Operating Costs/Operating Costs) for the subsequent financial year (July 1 – June 30) of Project implementation, of such scope and detail as the Bank shall have reasonably requested; and (ii) any instruments required by the ESCP for the implementation of the activities included in the draft annual work plan and budget.
2. The Recipient shall afford the Bank a reasonable opportunity to review such draft annual work plan and budget, and thereafter, carry out (or cause to be carried out) such annual work plan and budget during such subsequent financial year as shall have been approved by the Bank (“Annual Work Plan and Budget”). Only those activities that are included in an Annual Work Plan and Budget shall be eligible for financing out of the proceeds of the Grant.
3. Any training proposed to be included in an Annual Work Plan and Budget, shall include, *inter alia*: (a) particulars of the training envisaged; (b) the criteria for selection of the personnel to be trained, and such personnel if known; (c) the selection method of the institution or individuals conducting such training; (d) the institution conducting such training if identified; (e) the purpose and justification for such training; (f) the location and duration of the proposed training; and (g) the estimate of the cost of such training and any travels associated with such training.
4. The Annual Work Plan and Budget may be revised as needed during Project implementation subject to the Bank’s prior written approval.

**E. Excluded Expenditures**

1. The Recipient shall ensure that the following are not financed out of the proceeds of the Grant: (i) taxes on goods or services or on the import, manufacture, procurement or supply thereof exceeding a total amount of 33% of the amount of the Grant (ii) land acquisition and activities involving physical reallocation of people, (iii) penalties for late payment; and (iv) self-insurance and self-insurance premium.
2. The Recipient shall use best efforts to minimize the financing of taxes set out in section E.1 above out of the proceeds of the Grant. If despite such efforts, the Recipient determines that Grant proceeds are required to be used for the payment of such taxes, the Recipient shall ensure that no more than the maximum percentage set out in section E.1. shall be used for the payment of such taxes.

**F. Environmental and Social Standards.**

1. The Recipient shall ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Bank.
2. Without limitation upon paragraph 1 above, the Recipient shall ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan (“ESCP”), in a manner acceptable to the Bank. To this end, the Recipient shall ensure that:
  - (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, and provided in the ESCP;
  - (b) sufficient funds are available to cover the costs of implementing the ESCP;
  - (c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and
  - (d) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Bank shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.
3. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
4. The Recipient shall ensure that:
  - (a) all measures necessary are taken to collect, compile, and furnish to the Bank through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Bank, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Bank, setting out, inter alia: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and
  - (b) the Bank is promptly notified, in accordance with the ESCP, of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers the environmental and social instruments referenced therein and the Environmental and Social Standards.

5. The Recipient shall publicize, maintain and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of Project-affected people, and take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Bank.
6. The Recipient shall ensure that: (a) all consultancies related to technical assistance, design and capacity building under the Project, the application of whose results could have environmental, social and health and safety implications, shall only be undertaken pursuant to terms of reference reviewed and found satisfactory by the Bank; and (b) such terms of reference shall require the technical assistance, design and capacity building activities to take into account the requirements of the Bank's applicable social and environmental standards, policies and procedures then in force and shall require the technical assistance, design and capacity building activities to take into account the requirements of said standards, policies and procedures.

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

**A. Project Reports**

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

**Section III. Withdrawal of Grant Proceeds**

**A. General**

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.

Category	Amount of the Grant Allocated (expressed in USD)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, non-consulting services, and consulting services, Training, Recipient Operating Costs, Non-Competitive Sub-grants and Large Sub-grants under Parts 1(i), 2.1(i), 3 and 5 of the Project to the Recipient	9,258,567	100%
(2) Management Fees to the Recipient	391,433	100%
(3) (a) Small Sub-grants under Parts 1(ii) and 2.1(ii) of the Project to CANARI  (b) Training, non-consulting services and consulting services under Parts 2.2 and 4(i) of the Project to CANARI  (c) Operating Costs under Parts 2.2 and 4(i) of the Project to CANARI	2,250,000  153,190  1,346,810	100%  100%  100%
(4) (a) Training and consulting services under Part 4(ii) of the Project to INTEC	92,500	100%



(b) Operating Costs under Part 4(ii) of the Project to INTEC	407,500	100 %
<b>TOTAL AMOUNT</b>	<b>13,900,000</b>	

**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 Signature Date;
  - (b) under Categories 3(a), 3(b) and 3(c) until the CANARI Agreement has been executed on behalf of the Recipient and CANARI in accordance with Section I.B.1 of Schedule 2 to this Agreement; and
  - (c) under Categories 4(a) and 4(b) until the INTEC Agreement has been executed on behalf of the Recipient and INTEC in accordance with Section I.B.3 of Schedule 2 to this Agreement.
2. The Closing Date is October 31, 2027.

## APPENDIX

### Section I. Definitions

1. “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.
2. “Beneficiary” means a CSO, selected in accordance with the selection and eligibility criteria set out in the POM, to receive a Sub-grant to carry out a subproject in a Project Country under Part 1 and 2 of the Project.
3. “CANARI” means the Caribbean Natural Resources Institute, an academic institution established and duly registered under the laws of Trinidad and Tobago under registration No. C 3638(95).
4. “CANARI Agreement” means the agreement to be entered into between the Recipient and CANARI according to section I.B.1 of Schedule 2 to this Agreement.
5. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
6. “CSO” means civil society organization.
7. “Donor” means the Government of Japan.
8. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated May 4, 2021, as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Recipient shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.
9. “Environmental and Social Standards” or “ESSs” means, collectively: (i) “Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts”; (ii) “Environmental and Social Standard 2: Labor and Working Conditions”; (iii) “Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management”; (iv) “Environmental and Social Standard 4: Community Health and Safety”; (v) “Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement”; (vi) “Environmental and Social Standard 6:

Biodiversity Conservation and Sustainable Management of Living Natural Resources”; (vii) “Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan Historically Underserved Traditional Local Communities”; (viii) “Environmental and Social Standard 8: Cultural Heritage”; (ix) “Environmental and Social Standard 9: Financial Intermediaries”; (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Bank.

10. “INTEC” means the Santo Domingo Institute of Technology, an association of public benefits: (i) established through the laws of the Dominican Republic; and (ii) duly registered in the Dominican Republic through registration No. 011742/01/2015.
11. “INTEC Agreement” means the agreement to be entered into between the Recipient and INTEC according to section I.B.3 of Schedule 2 to this Agreement.
12. “KBA” means Key Biodiversity Area.
13. “Large Sub-grant” means a grant in the amount of minimum USD 50,000 and maximum USD 500,000 to be provided by the Recipient to a Beneficiary on a competitive basis under Part 1(i) or 2.1(i) of the Project, according to the eligibility and selection criteria and under terms and conditions set out in the POM.
14. “Non-Competitive Grant” means a grant to be provided by the Recipient to a Beneficiary on a non-competitive basis under Part 1(i) of the Project, according to the eligibility and selection criteria and under terms and conditions set out in the POM.
15. “Management Fees” means indirect costs of the Recipient including, but not limited to, for institutional, legal, finance, HR and IT functions and services, based on the Annual Work Plans and Budgets as approved by the Bank.
16. “Operating Costs” means reasonable incremental expenses directly incurred by CANARI and INTEC, respectively, on account of the implementation, management, and monitoring of the Project (excluding any indirect costs), based on the Annual Work Plans and Budgets as approved by the Bank, including, but not limited to: (i) salaries and benefits of staff assigned to work on the Project; (ii) travel costs; (iii) office supplies, bank fees, office rental, office and equipment maintenance and repair; (iv) fuel, vehicle maintenance; (v) communication, translation and interpretation; and (vi) supervision costs and audits, as relevant.
17. “PIU” means the Project implementation unit to be established by the Recipient under section I.A of Schedule 2 to this Agreement.

18. “Project Countries” means Commonwealth of the Bahamas, the Republic of Haiti and Saint Vincent and the Grenadines, Dominican Republic, Antigua and Barbuda, Jamaica and Saint Lucia.
19. “Project Operations Manual” or “POM” means the manual referred to in Section I.C of Schedule 2 to this Agreement, providing details of arrangements and procedures for the implementation of the Project.
20. “Procurement Regulations” means, for purposes of paragraph 20 of the Appendix to the Standard Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated November 2020.
21. “Recipient Operating Costs” means reasonable incremental expenses directly incurred on account of the implementation, management, and monitoring of the Project (excluding any indirect costs and Management Fees), based on the Annual Work Plans and Budgets as approved by the Bank, including, but not limited to: (i) salaries and benefits, including health insurance, of staff assigned to work for the Project; (ii) travel costs; (iii) office supplies, bank fees, office rental, office and equipment maintenance and repair; (iv) communication, translation and interpretation; and (v) supervision costs and audits, as relevant.
22. “RIT” means the regional implementation team to be established by CANARI.
23. “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.
24. “Small Sub-grant” means a grant in the amount of maximum USD 50,000 to be provided by CANARI to a Beneficiary on a competitive basis under Part 1(ii) or 2.1(ii) of the Project, according to the eligibility and selection criteria and under terms and conditions set out in the POM.
25. “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.
26. “Sub-grant” means a Non-Competitive Sub-grant, a Large Sub-grant or a Small Sub-grant to be provided to Beneficiaries under Part 1 or 2 of the Project.
27. “Sub-grant Agreement” means an agreement between the Recipient or CANARI, as applicable, and a Beneficiary setting out the terms and conditions for the provision of a Sub-grant to such Beneficiary.
28. “Training” means the reasonable cost of training under the Project incurred by the Recipient, CANARI or Intec, based on Annual Work Plans and Budgets, including

costs associated with seminars, workshops, conferences, travel and subsistence costs for training participants, services of trainers, rental of training facilities, preparation and reproduction of training materials and other activities and goods directly related to course preparation and implementation.

29. “Trust Fund” means the Critical Ecosystem Partnership Fund (TF050500).