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GEF GRANT NUMBER TF094135

# **Global Environment Facility Grant Agreement**

**(Forest and Nature Conservation Project)**

**between**

**DEMOCRATIC REPUBLIC OF CONGO**

**and**

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

**Dated May 30, 2009**

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**GEF GRANT NUMBER TF094135**

**GLOBAL ENVIRONMENT FACILITY**

**GRANT AGREEMENT**

AGREEMENT dated May 30, 2009, entered into between:

DEMOCRATIC REPUBLIC OF CONGO (“Recipient”); and

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

The Recipient and the World 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 1, 2008 (“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 or in the Appendix 1 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 in accordance with the provisions of Article II of the Standard Conditions.
- 2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the Recipient and the World Bank shall otherwise agree, the Recipient

shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

### **Article III**

#### **The Grant**

- 3.01. The World Bank agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant in an amount equal to six million United States Dollars (\$6,000,000) (“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.
- 3.03. The Grant is funded out of the above-mentioned trust fund for which the World Bank receives periodic contributions. In accordance with Section 3.02 of the Standard Conditions, the Recipient may withdraw the Grant proceeds 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) Any of the Forestry Reforms has been reversed, amended, suspended, abrogated, repealed or waived without prior concurrence with the World Bank.

### **Article V**

#### **Effectiveness; Termination**

- 5.01. This Agreement shall not become effective until evidence satisfactory to the World Bank has been furnished to the World Bank that the condition specified below has been satisfied.

- (a) The IDA Financing Agreement has been executed and delivered and all conditions precedent to its effectiveness or to the right of the Recipient to make withdrawals under it (other than the effectiveness of this Agreement) have been fulfilled.

## Article VI

### Recipient's Representative; Addresses

6.01. The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is the Minister at the time in charge of finance.

6.02. The Recipient's Address referred to in Section 7.01 of the Standard Conditions is:

Ministry of Finance  
Rue Lubefu No 20, Commune de la Gombe  
Kinshasa I  
BP

Facsimile:

00 243 880 23 81

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

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

Cable:

Telex:

Facsimile:

INTBAFRAD  
Washington, D.C.

248423 (MCI) or  
64145 (MCI)

1-202-477-6391

AGREED at Kinshasa, Democratic Republic of Congo, as of the day and year first above written.

**DEMOCRATIC REPUBLIC OF CONGO**

**By:**

**/s/ Athanase Matenda Kyelu  
Authorized Representative**

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

**By:**

**/s/ Marie Françoise Marie-Nelly  
Authorized Representative**

## **SCHEDULE 1**

### **Project Description**

The objective of the Project is to increase the capacity of MECNT and ICCN and increase collaboration among government institutions, civil society, and other stakeholders in order to manage forests sustainably and equitably for multiple uses in Pilot Provinces.

The Project consists of the following parts:

#### **Part A. Institutional Strengthening of MECNT**

1. Improving institutional capacity of MECNT's and Provincial Ministries', through: (a) reinforcing MECNT's general administrative functions, such as financial management, human resources, and monitoring and evaluation, at the central level and in MECNT's Coordination Agencies in the Pilot Provinces; (b) restoring MECNT's essential forestry and conservation administrative functions in Pilot Provinces; (c) designing and implementing training programs in forest management and environmental protection; (d) carrying out studies for the implementation of the decentralization policy in the forestry and nature conservation sector and strengthening forestry and conservation management capacities within Provincial Ministries in Pilot Provinces, and strengthening coordination with MECNT; (e) building strategic planning capacity within the minister's cabinet and the general secretary of MECNT in charge of forestry and nature conservation; (f) creating a division in charge of community forestry within MECNT and designing legal texts, a methodology and tools for the implementation of participatory community forestry management and the promotion thereof; and (g) construction of offices for MECNT in Kinshasa, all through the carrying out of works and the provision of goods, services, Training and Operating Costs.
  
2. Strengthening MECNT's forest management technical capacity, through: (a) establishing an integrated forest management information system, including a geospatial information management system, a forest accounting and fiscal and para-fiscal data system and a log-tracking system; (b) increasing the capacity to evaluate and oversee forest management plans; and (c) strengthening forest regulation implementation capacities, including mechanisms to support data collection, administrative process, field visits, public certification and cost recovery, all through the provision of goods, services, Training and Operating Costs.

3. Carrying out an institutional reform within MECNT, through the preparation and implementation of the Human Resources Plan and an institutional reorganization of MECNT to implement MECNT's new institutional framework and the financing of Retirement Payments and the provision of services required for that purpose.
4. Project implementation, including the carrying out of fiduciary and procurement activities, technical and financial audits and monitoring and evaluation activities, all through the financing of Operating Costs.

**Part B. Community Participation in Forest Management**

1. Increasing local community and civil society participation in forest management, through: (a) preparing participatory zoning of forested areas, including the clarification of their use, sensitization of local communities and use of conflict management mechanisms; (b) carrying out local consultations on the management of forests for various environmentally sustainable uses; and (c) organizing consultative fora among all stakeholders to improve transparency, management and protection of forest resources, all through the provision of goods, services and Training.
2. Supporting: (a) increased use of environmental services through the establishment of an environmental services unit within MECNT; the identification of various sources of financing for environmental services available to the Recipient; and the design and implementation of development activities in connection with environmental services; and (b) community development initiatives and diversification of economic activities in forested zones, all through the provision of goods, services and Training.
3. Assistance to the implementation of the ESD and Safeguard Plans, through the provision of goods, services and Training.

**Part C. Management of Protected Areas and support to ICCN**

1. Institutional Strengthening of ICCN through: assistance in strengthening its infrastructure and management capacity; collection and processing of data; and for the update, publication, dissemination and implementation of the Conservation Law and public education and awareness initiatives, through the provision of goods, services, Training and Operating Costs.
2. Rehabilitation of Maiko National Park through: (a) enhancing park management capacity; (b) developing and improving its infrastructure; (c) upgrading office,



communications, and field equipment; (d) design and implementation of specific community development projects to benefit communities in buffer zones; and (e) providing assistance to communities established within the Maiko National Park in order to allow for their voluntary resettlement, all through the carrying out of works and the provision of goods, services, Training and Operating Costs.

## **SCHEDULE 2**

### **Project Execution**

#### **Section I. Institutional and Other Arrangements**

##### **A. General**

- (a) The Project is implemented by MENCT under the overall supervision of the general secretary in charge of the environment and nature conservation;
- (b) CU is maintained in form and with functions satisfactory to the World Bank, to be responsible for all aspects of Project management including: (i) preparing Annual Work Plans; (ii) managing Project resources (including financial management and disbursements); (iii) carrying out procurement activities; (iv) monitoring implementation progress and impacts; and (v) involving MECNT technical directorates, ICCN and departments of other ministries represented within SC, all in compliance with the Project Implementation Manual;
- (c) (i) CU employs staff in numbers and with experience, qualifications and terms of reference satisfactory to the World Bank including: a Project coordinator reporting to the general secretary of MECNT in charge of the environment and nature conservation; two procurement specialists; one financial management specialist; two accountants; one monitoring and evaluation specialist; one socio-environmental safeguards specialist; one forestry specialist; one communication specialist and an internal auditor; and (ii) CU includes one representative of ICCN to ensure due coordination for the implementation of activities under Part C of the Project;
- (d) technical aspects of the implementation of the Project are carried out by the respective Directorates of MECNT, as regards Parts A and B of the Project, and by ICCN as regards Part C of the Project, such aspects to include the preparation of terms of reference for consulting contracts,

technical specifications, needs assessments, participation in the evaluation of proposals and technical supervision of contract execution; and

- (e) the Procurement Board is maintained with form, function and staffing satisfactory to the World Bank, to be responsible for examining, reviewing procurement decisions of CU over a certain threshold as set forth in the Project Implementation Manual.

**B. Anti-Corruption**

- 1. The Recipient shall ensure that the Project is carried out in accordance with the provisions of the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 (“Anti-Corruption Guidelines”) and the Sectoral Anti-Corruption Plan.

**C. Annual Work Plans**

- 1. Throughout the execution of the Project, the Recipient shall: (a) prepare, no later than October 31 in each year, based on contributions from MECNT, ICCN and delegated management contractors, and furnish to the World Bank for its approval and subsequently to SC for its adoption, an annual work plan including: (i) a description of activities proposed to be carried out under the Project during the subsequent year; (ii) a budget; (iii) a description of social and environmental measures carried out for the preparation of said activities and of mitigation measures to be implemented in support thereof, all in compliance with the ESD (together with a Safeguard Plan for such activities if the World Bank determines it is so required pursuant to the ESD); and (iv) implementation arrangements for said activities; (b) afford the World Bank a reasonable opportunity to exchange views with the Recipient on such plan, budget and arrangements; and (c) thereafter implement such plan as shall have been agreed with the World Bank with due diligence and in accordance with the ESD and any such Safeguard Plan.

**D. Delegated Management Contracts**

- 1. For the purpose of the implementation of Parts A.1, A.2, B and C of the Project, the Recipient may engage service providers in accordance with Section III of Schedule 2 to this Agreement under contracts in form and substance satisfactory to the World Bank, describing *inter alia* the functions to be undertaken by such contractors, setting forth dated objectives to be attained and performance

indicators, and requiring the service providers to comply with disbursement, financial management, procurement requirements and environmental and social safeguards, all in accordance with the Project Implementation Manual, Section III of this Schedule, the ESD and the Safeguard Plans (if any).

**E. Safeguards**

1. The Recipient shall carry out the Project, and cause the Project to be carried out in accordance with the provisions of the ESD and the Safeguard Plans (if any), and shall not amend or waive any provision of the aforementioned, or permit any such provisions to be amended or waived.
2. All activities under Part B.2 (a) shall be implemented in accordance with the Interim National Guidelines for Forest Zoning, all in a manner consistent with the ESD and the Safeguard Plans (if any).

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

**A. Project Reports; Completion Report**

1. 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 in Appendix 2 to this agreement. Each Project Report shall cover the period of one calendar semester, and shall be furnished to the World Bank not later than forty-five days after the end of the period covered by such report.

**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 World Bank not later than forty-five days after the end of each quarter, covering the quarter, in form and substance satisfactory to the World Bank.
3. The Recipient shall have the yearly Financial Statements audited in accordance with the provisions of Section 2.07 (b) of the Standard Conditions. Such audit of the Financial Statements shall cover the period of one fiscal year of the Recipient. The audited Financial Statements for each such period shall be

furnished to the World Bank not later than six months after the end of such period.

### **Section III. Procurement**

#### **A. General**

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

#### **B. Particular Methods of Procurement of Goods and Works**

1. **International Competitive 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: (a) National Competitive Bidding; (b) Shopping; (c) Direct Contracting;

and (d) Community Participation procedures which have been found acceptable to the World Bank.

**C. Particular Methods of Procurement of Consultants' Services**

1. **Quality- and Cost-based Selection.** Except as otherwise provided in paragraph 2 below, consultants' services shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection.
2. **Other Methods of Procurement of Consultants' Services.** The following 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 based on Consultants' Qualifications; (b) Fixed Budget Selection; (c) Selection of Individual Consultants; and (d) Single-source Selection.

**D. Review by the World Bank of Procurement Decisions**

1. The Procurement Plan shall set forth those contracts which shall be subject to the World Bank's Prior Review. All other contracts shall be subject to Post Review by the World Bank.

**Section IV. Withdrawal of Grant Proceeds**

**A. General**

1. The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) Article III of the Standard Conditions; (b) this Section; and (c) such additional instructions as the World Bank may specify by notice to the Recipient (including the "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:

<b>Category</b>	<b>Amount of the Grant Allocated (expressed in USD)</b>	<b>Percentage of Expenditures to be Financed (inclusive of Taxes)</b>
(1) Goods, consultant services and Training under Part B.2 (a) of the Project	1,900,000	47%
(2) Goods, works, consultant services, Training and Operating Costs under Part C of the Project.	4,100,000	100%
<b>TOTAL AMOUNT</b>	6,000,000	

**B. Withdrawal Conditions; Withdrawal Period**

1. Notwithstanding the provisions of Part A of this Section no withdrawal shall be made for payments made prior to the date of this Agreement.
2. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is June 30, 2015.

**Section IV Other Undertakings**

- A. The Recipient shall consult with the World Bank on the rules pertaining to the use of Protected Areas and adjacent zones for lucrative purposes, commercial or others, and shall not grant any concession pertaining to the use of said zones under the Project without prior consultation with the World Bank.

### Appendix 1

1. “Annual Work Plans” means the annual work plans agreed between the Recipient and the World Bank referred to in Section I.C of Schedule 2 to this Agreement.
2. “CRMF” and “Cultural Resources Management Framework” mean the Recipient’s framework dated September 12, 2008 entitled “*Cadre de Gestion du Patrimoine Culturel*” which sets out the procedures and rules for the protection and management of physical cultural resources that will be or might be discovered as a result of any Project activities, as the same may be amended from time to time with the prior written agreement of the World Bank.
3. “CU” and “Coordination Unit” mean the unit in charge of coordinating the day-to-day implementation of the Project to be established prior to the Effective Date.
4. “Conservation Law” means Recipient’s Ordinance Law No. 69-041 dated August 22, 1969, as the same may be amended from time to time.
5. “Coordination Agencies” means administrative services in charge of the environment and nature conservation that represent, at the provincial level, the authority of the national government and include *coordination provinciale*, *coordination de district* and *supervision de territoire*.
6. “Displaced Person” means a person, a group of people or entities who, on account of the execution of the Project, has experienced direct economic and social impacts caused by: (a) the involuntary taking of land resulting in: (i) relocation or loss of shelter; (ii) loss of assets or access to asset, totally or partially; or (iii) loss of income or means of livelihood, whether or not such person must move to another location; or (b) the involuntary restriction to access to legally designated parks and other protected areas resulting in adverse impacts on the livelihood of such person, group of people or entities.
7. “ESD” and “Environmental and Social Documentation” mean, collectively, the SEA, the ESMF, the IPPF, the RPF, the PF, the CRMF and the INGFZ (as such terms are hereinafter defined).
8. “ESIA” and “Environmental and Social Impact Assessment” mean an assessment in form and substance satisfactory to the World Bank to be carried out and disclosed in accordance with the ESMF, and which analyzes potential environmental risks and impacts of activities included in an Annual Work Plan, as the case may be.

9. “ESMF” and “Environmental and Social Management Framework” mean the Recipient’s document entitled *Cadre de Gestion Environnementale et Sociale* and dated September 8, 2008, setting out a framework outlining the modalities for environmental and social screening of activities to be carried out under the Annual Work Plans and rules, principles, guidelines and procedures for the carrying out of ESIA of such activities and an ESMP, as needed; each such ESIA to be completed and disclosed in a manner satisfactory to the World Bank prior to carrying out any of said activities.
10. “ESMP” and “Environmental and Social Management Plan” mean a plan in form and substance satisfactory to the World Bank, to be adopted by the Recipient in accordance with the provisions of the ESMF, and which sets out measures for the mitigation, reduction and/or offset of the environmental and social impacts of activities under an Annual Work Plan, as the case may be.
11. “Forestry Reforms” means the set of reforms carried out by the Recipient to ensure sustainable and equitable management of forestry resources, including: (i) the legal review and conversion of logging contracts; (ii) a moratorium adopted on all new logging contracts to be maintained until the following have been established, satisfactory to the World Bank: (A) a three-year planning of concession allocations; (B) a transparent and competitive concession award system; and (C) a local and national level logging control capacity; (iii) the adoption of a new forest tax system that discourages speculation and directs 40 percent of the revenue from taxes (*taxe de superficie forestière*) to provinces and areas of origin; (iv) the conversion of existing logging contracts into new concession contracts that require the concessionaire to fulfill appropriate social and environmental obligations; (v) the adoption of participatory forest zoning to build consensus on which forest areas should be biodiversity reserves, production forests, or rural community forests, or converted to other uses; (vi) the promotion of non-extractive uses of forests and innovative financing for the production and trade of global environmental services; (vii) the rehabilitation of National Parks and other Protected Areas; (viii) the control of commercial forest activities through new technologies and the support of independent observers; and (ix) the integration of participatory approaches, public dissemination of information, and communication at all levels to disseminate the new policy directions and garner support from civil society.
12. “Human Resources Plan” means the plan, in form and substance satisfactory to the World Bank, developed by the Recipient pursuant to Section I.E of Schedule 2 to this Agreement, setting forth modalities for the retirement of approximately 2,261 employees of MECNT (as hereinafter defined), including the determination of the Retirement Payments, and the proposed hiring, including criteria and proposed timing, of approximately 1,000 new employees by MECNT.



13. “ICCN” means *Institut Congolais pour la Conservation de la Nature*, an institution of the Recipient’s established and operating pursuant to Law No. 75-023 dated July 22, 1975 and Ordinance No. 78-190 dated May 5, 1978, as the same may be amended from time to time.
14. “IDA Financing” means an amount of SDR 42,300,000 provided by IDA to assist in financing the Project.
15. “IDA Financing Agreement” means the agreement between the Recipient and IDA providing for the IDA Financing.
16. “INGFZ” and “Interim National Guidelines For Forest Zoning” mean the Recipient’s comprehensive set of guidelines entitled “*Guide Méthodologique Intérimaire pour le Zonage Forestier*” adopted and disclosed on December 2008 describing the rules, principles and processes applicable to forest zoning and planning, satisfactory to the World Bank, and as the same may be amended from time to time with the prior written agreement of the World Bank.
17. “IPDP” and “Indigenous Peoples Development Plan” mean a document to be prepared and disclosed by the Recipient, which defines one or more specific plans to be implemented for the benefit of indigenous people to address and compensate them for any impact on them as a result of an Annual Work Plan, all in accordance with the IPPF.
18. “IPPF” and “Indigenous Peoples Policy Framework” mean the Recipient’s framework, entitled “*Cadre de Politique pour les Peuples Autochtones*” and dated September 8, 2008, which sets forth the guidelines and procedures for the informed consultation and participation of indigenous peoples communities in relation to the preparation, adoption and implementation of one or more culturally appropriate plans required under a proposed Annual Work Plan to address any impact of the activities under said Annual Work Plan on said indigenous people communities, and as the same may be amended from time to time with the prior written agreement of the World Bank.
19. “MECNT” means the Recipient’s Ministry in charge of Environment, Conservation, Nature and Tourism.
20. “National Park” means an area gazetted for nature conservation as defined by the laws of the Recipient.
21. “Operating Costs” means the incremental expenses based on annual budgets approved by the World Bank, incurred on account of Project implementation,

management and monitoring, including office supplies, vehicles operation and maintenance, communication costs, rental expenses, utilities expenses, consumables, transport, travel and accommodation, per diem, supervision costs and salaries of locally contracted staff but excluding salaries of the civil servants of the Recipient.

22. “PF” and “Process Framework” mean the Recipient’s process framework, entitled “*Cadre Fonctionnel*” and dated September 8, 2008 which describes the policies, process and rules aiming at avoiding or minimizing negative impacts on people who may be affected by the establishment, extension or modification of the limits of any Protected Area under a proposed Annual Work Plan, including a program of actions to compensate any loss of livelihood, source of income or any other negative impact as a consequence of the establishment, extension or modification of the limits of such Protected Area.
23. “Pilot Provinces” the Recipient’s following provinces: Bandundu, Equateur and Province Orientale, including such new provinces into which these provinces shall be subdivided, after the administrative-territorial reform, and this term also includes the Maiko National Park and limited areas in other provinces agreed upon with the Association to carry out institutional strengthening for forest control and governance enhancement.
24. “Procurement Board” means the procurement board to be established prior to the Effective Date and maintained in accordance with the provisions of Section I.A.3.(e) of Schedule 2 to this Agreement.
25. “Project Implementation Manual” means the manual satisfactory to the World Bank outlining, *inter alia*, (a) the institutional, disbursement, financial management, accounting, procurement and monitoring arrangements for the implementation of the Project, including performance indicators and rules pertaining to the Procurement Board; (b) environmental and social safeguards requirements and procedures for the Project activities included in the ESD including an environmental and social impact screening form; (c) the Sectoral Anti-Corruption Plan; and (d) specific arrangements for the conclusion of the delegated management contracts, to be adopted by the Recipient pursuant to Section 5.01 (b) of this Agreement, as the same may be amended with the prior written agreement of the World Bank, and such term includes any schedules to the Project Implementation Manual. It is understood and agreed that, in case of conflict between any of the provisions contained in the Project Implementation Manual, on one hand, and those set forth in this Agreement or in the GEF Grant Agreement on the other hand, the provisions of this Agreement and the GEF Grant Agreement shall at all times prevail.

26. “Protected Area” means an area gazetted for protection purposes as defined in the laws of the Recipient.
27. “Provincial Ministries” means the ministries in charge of environment, conservation, nature and tourism in the Pilot Provinces.
28. “RAP” and “Resettlement Action Plan” mean an action plan, satisfactory to the World Bank, to be prepared in accordance with the RPF (as hereinafter defined) for a proposed Annual Work Plan and which sets out the principles and procedures governing land acquisition, resettlement, compensation and rehabilitation of Displaced Persons under such Annual Work Plan, as well as administrative, reporting and monitoring arrangements to ensure compliance with said plan.
29. “RPF” and “Resettlement Policy Framework” mean the Recipient’s policy document entitled “*Politique de Réinstallation Involontaire*” and dated September 8, 2008, which sets out a framework for land acquisition, compensation, resettlement and rehabilitation of Displaced Persons under a proposed Annual Work Plan, as the same may be amended from time to time with the prior written agreement of the World Bank.
30. “Recipient” means the Democratic Republic of Congo.
31. “Retirement Payments” means the payments to be financed under the Project and paid to a fraction of MECNT’s employees eligible to retirement in accordance with the terms and conditions of the Human Resources Plan.
32. “SC” and “Steering Committee” mean the committee established and operating pursuant to *arrêté ministériel* 089/CAB/MIN/ECN-T/00/JEB/2008, dated June 13, 2008, as amended as of the date of this Agreement.
33. “SEA” and “Strategic Environmental Assessment” mean the Recipient’s assessment entitled “*Evaluation Environnementale Stratégique*” and dated September 8, 2008, which analyzes potential environmental risks and impacts of activities under the Recipient’s Forest and Environmental Program (PNFoCo) including the Project.
34. “Safeguard Plan” means, collectively, any ESMP, IPDP, RAP and/or other social and environmental measures required under the ESD to be prepared and implemented under an Annual Work Plan pursuant to the ESD.

35. “Sectoral Anti-Corruption Plan” means the Recipient’s anti-corruption action plan, satisfactory to the World Bank, dated February 10, 2009, which sets forth the sectoral measures and actions to be taken during implementation of the Project with respect to disclosure, civil society oversight, collusion mitigation, mitigation of forgery and fraud, complaints handling and sanctions and remedies.
36. “Training” means the following expenses based on annual budgets approved by the World Bank incurred in the provision of training (including through workshops and seminars): per diem, travel, stipends, purchase of training materials, rental of facilities, and the remuneration of trainers.

## **Appendix 2 – Performance Indicators**

1. By the Closing Date, the management effectiveness score (WWF toolkit) for Maiko national park is over 58.
2. By the Closing Date, the ratio of violations of the Maiko national park regulations to number of patrols conducted has decreased.