



October 27, 2021

Ms. Angelica Mári Sitaví Tuyú
President and Legal Representative
Asociación Sotz'il
4to. Pasaje, casa 1-222,
Colonia San Rafael,
Zona 2,
Chimaltenango,
Guatemala

Re: FCPF Readiness Fund Grant No. TF0B7186
FCPF Capacity Building on REDD+ for Indigenous Peoples, Civil
Society and Local Communities in LAC Project
Letter Agreement

Dear Ms. Sitaví Tuyú:


In response to the request for financial assistance made on behalf of *Asociación Sotz'il* (“Recipient”), I am pleased to inform you that the International Bank for Reconstruction and Development/International Development Association (“Bank”), acting as a Trustee of the funds provided by various donors (“Donors”) under the Readiness Fund of the Forest Carbon Partnership Facility, agrees to extend to the Recipient for the benefit of the Participating Countries (“Participating Countries”), a grant in an amount not to exceed one million three hundred and fifteen thousand six hundred ninety-two United States Dollars (USD 1,315,692) (“Grant”) on the terms and conditions set forth or referred to in this letter agreement (“Agreement”), which includes the attached Annex, to assist in the financing of the project described in the Annex (“Project”).

This Grant is funded out of the abovementioned trust fund for which the Bank receives periodic contributions from the Donors. In accordance with Section 3.02 of the Standard Conditions (as defined in the Annex to this Agreement), the Bank’s payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the Donors under the abovementioned trust fund, and the Recipient’s right to withdraw the Grant proceeds is subject to the availability of such funds.

The Recipient represents, by confirming its agreement below, that it is authorized to enter into this Agreement and to carry out the Project in accordance with the terms and conditions set forth or referred to in this Agreement.

Please confirm the Recipient's agreement to the foregoing by having an authorized official of the Recipient sign and date this Agreement, and returning one duly executed copy to the Bank.

Very truly yours,
INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT/INTERNATIONAL DEVELOPMENT
ASSOCIATION

By 
Yaye Seynabou Sakho
Acting Regional Vice President
Latin America and Caribbean Region

AGREED:

ASOCIACIÓN SOTZ'IL

By 
Authorized Representative
Name Ms. Angelica Mári Sitaví Tuyú
Title Representante Legal
Date 29-oct.-2021

Enclosures:

- (1) "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
- (2) Disbursement and Financial Information Letter of the same date as this Agreement, together with the "Disbursement Guidelines for Investment Project Financing", dated February 2017
- (3) 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
- (4) World Bank Procurement Regulations for IPF Borrowers", dated November 2020
- (5) Charter Establishing the Forest Carbon Partnership Facility dated November 23, 2015, as amended on April 8, 2020

FCPF Grant No. TF0B7186
ANNEX

Article I
Standard Conditions; Definitions

1.01. **Standard Conditions.** The Standard Conditions (as defined in Section 1.02 below) constitute an integral part of this Agreement.

1.02. **Definitions.** Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the Standard Conditions or in this Section:

- (a) “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.
- (b) “*Asociación Sotz’il*” means a non-profit organization duly registered in the Guatemalan public registry of legal entities (*Registro de las Personas Jurídicas de la República de Guatemala*) established and operating with legal personality identification number B3318810.
- (c) “COVID-19” means the coronavirus disease caused by the 2019 novel coronavirus (SARS-CoV-2).
- (d) “CSOs” means civil society organizations.
- (e) “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated August 2, 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.
- (f) “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.
- (g) “FCPF” means the Forest Carbon Partnership Facility.

- (h) “GRM” means grievance redress mechanism.
- (i) “Higher Learning Institutions” means the *Universidad de las Regiones Autónomas de la Costa Caribe de Nicaragua* (URACCAN), *Universidad Indígena Itinerante*, *Universidad Carlos Tercero de Madrid*, or Guatemala’s *Universidad Maya Kagchikel*, as applicable, or any other higher learning institution as set forth in the Operations Manual.
- (j) “IP” means Indigenous Peoples.
- (k) “Labor Management Procedures” or “LMPs” means the procedures to be adopted and disclosed by the Recipient for the implementation Project, as set out in the ESCP, in accordance with the Environmental and Social Standards.
- (l) “LCs” means local communities.
- (m) “NGOs” means non-governmental organizations.
- (n) “Operating Costs” means incremental expenditures incurred on account of Project implementation, as approved by World Bank in writing, including, travel expenditures and other travel-related allowances; equipment rental and maintenance; vehicle operation (including fuel, maintenance, and repair); office rental and maintenance, materials and supplies; and utilities, media information campaigns and communications' expenses, but excluding the salaries of the Recipient's permanent staff.
- (o) “Participating Countries” means the following Member Countries of the Bank: Argentina, Belize, Chile, Colombia, Costa Rica, the Dominican Republic, El Salvador, Guatemala, Guyana, Honduras, Mexico, Nicaragua, Panama, Paraguay, Peru, Suriname, and Uruguay, or any other country agreed by the Bank.
- (p) “Performance Indicators” means the indicators acceptable to the Bank to be used in the monitoring and evaluation of the Project, as set forth in the Operations Manual.
- (q) “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.
- (r) “REDD+” means Reduction of Emissions from Deforestation and Forest Degradation.
- (s) “Selected Participating Countries” means Chile, Costa Rica, the Dominican Republic, Guatemala, and any other Participating Country set forth in the Operations Manual.
- (t) “Sub-Grant” means a grant to be made out of the proceeds of the Grant to finance goods, consulting and non-consulting services, Training and Workshops, for the carrying out of a Subproject, subject to the specific terms and conditions set forth in the relevant Sub-grant Agreement.
- (u) “Sub-grant Agreement” means the agreement to be entered into by the Recipient and a selected Targeted Entity pursuant to Section 2.03(d) of the Annex to this Agreement.

- (v) “Sub-Project” means a specific capacity building and/or awareness raising activity to be carried out by a Targeted Entity under Part I(a) of the Project.
- (w) “Secretariat” means the unit within the Recipient in charge of the overall coordination of the Project, as further referred to in Section 2.03 (C) (i) of the Annex to this Agreement.
- (x) “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, with the modifications set forth in the Appendix.
- (y) “Technical Advisory Committee” or “TAC” means the regional body established by the Recipient, pursuant to the terms of reference agreed by IP representatives from the Participating Countries and satisfactory to the Bank, to provide technical support and advice to the Project, as further referred to in Section 2.03 (C) (ii) of the Annex to this Agreement.
- (z) “Targeted Entity” means any IP organization/network, from any Participating Country and selected in accordance with the selection criteria and mechanisms set forth in the Operations Manual, to participate in Project activities and to enter into the corresponding Sub-grant Agreement, as the case may be, jointly referred to as “Targeted Entities”.
- (aa) “Training and Workshops” means the reasonable costs, as approved by the Bank in writing, incurred for training and workshops conducted under the Project, including, tuition and training and workshop materials, space and equipment rental, travel, accommodation and *per diem* costs of trainees and trainers, trainers’ fees, and other training related miscellaneous costs, but excluding consulting services.

Article II Project Execution

2.01. ***Project Objectives and Description.*** The objective of the Project is to strengthen the engagement of targeted forest-dependent peoples and southern CSOs in REDD+ at the country and regional levels in Latin America and the Caribbean.

The Project consists of the following parts:

Part 1. National Capacity Development, Local Dissemination and Awareness Raising

Carry out capacity building, local dissemination of culturally appropriate knowledge products, and awareness raising activities, for Targeted Entities in Participating Countries, including through, *inter alia*, the:

- (a) provision of Sub-Grants to Targeted Entities for the implementation of Sub-Projects in Selected Participating Countries;
- (b) compilation, according to a pre-established knowledge taxonomy, development, and dissemination of culturally appropriate REDD+ knowledge products; and
- (c) carrying out of awareness raising campaigns and workshops in Participating Countries on the importance and benefits of REDD+ and to promote Targeted Entities dialog and engagement

between each other and among relevant REDD+ stakeholders (including FCPF-related entities).

Part 2. Educational Programs and Knowledge Sharing Events

Design and implementation of regional and subregional education programs and knowledge sharing events, including through the:

- (a) design and implementation of: (i) a diploma program hosted by Higher Learning Institutions for current and future IP leaders on issues related to forestry, conservation, climate change and REDD+ activities and processes, and (ii) technical courses and webinars for IP leaders, government agencies and FCPF representatives on REDD+ processes;
- (b) carrying out regional workshops and meetings by the Targeted Entities for: (i) knowledge sharing on IP organizational needs, (ii) dissemination of REDD+ knowledge products including those compiled under Part 1(b) of the Project, (iii) sharing lessons learned, good practices, and recommendations from activities under Part 1 of the Project, and (iv) raising awareness of relevant issues and challenges of REDD+, including of specific challenges related to IP women's and youth participation and representation in the REDD+ implementation process; and
- (c) knowledge dissemination and digitalization of knowledge products, including the development of a virtual library and the carrying out of communication campaigns, for the facilitation of open access knowledge platforms, including the provision of online capacity development activities adapted to the needs of IP, organizations, teachers, and experts working on REDD+, IP and forests.

Part 3. Project Management and Capacity Building

Provision of support for the implementation, monitoring and evaluation of the Project activities, including, *inter alia*:

- (a) Project management and trainings on financial management, procurement and monitoring and evaluation;
- (b) the carrying out of webinars and workshops on strengthening the organizational capacities of IP organizations in Participant Countries; and
- (c) the carrying out of Project audits and the operation of the Project's feedback mechanisms, including the GRM.

2.02. ***Project Execution Generally.*** The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall carry out the Project through its Secretariat in accordance with the provisions of: (a) Article II of the Standard Conditions; (b) the Anti-Corruption Guidelines; and (c) this Article II.

2.03. Institutional and Other Arrangements.

(A) **Participating Country's Non-objection:** Prior to initiation of the Project activities in each Participating Country, the Recipient shall provide a notification to, or otherwise request and obtain

a non-objection from, said Participating Country to implement the Project activities in its territory, as applicable, in a manner satisfactory to the Bank and as set forth in the Operations Manual.

(B) Operations Manual: (i) The Recipient shall carry out the Project in accordance with a manual (the "Operations Manual"), satisfactory to the Bank, setting forth, *inter alia*: (1) a detailed description of the Project activities, (2) the administrative, financial, accounting, auditing, procurement and disbursement procedures for Project implementation, including relevant standard documents and the Procurement Plan, (3) the plan for monitoring, evaluation and supervision of the Project according to the agreed Performance Indicators, (4) the criteria for identification and selection of Targeted Entities and other eligible entities and participants of trainings and workshop activities under the Project, (5) the criteria and procedures for the selection and approvals of Subprojects, (6) the criteria and procedures for the selection and approvals of Subgrants, and (7) the rules and procedures of the GRM; and (ii) Except as the Bank shall otherwise agree in writing, the Recipient shall not assign, amend, abrogate, waive, or fail to enforce any provision of the Operations Manual. In case of any conflict between the terms of the Operations Manual and those of this Agreement, the terms of this Agreement shall prevail.

(C) Institutional Arrangements:

(i) No later than fifteen (15) days after the Effective Date of this Agreement, the Recipient shall establish and thereafter operate and maintain throughout the implementation of the Project, a Secretariat with professional staff in adequate numbers and with terms of reference, qualifications and functions acceptable to the Bank as set forth in the Operations Manual, to perform all Project related functions, including, *inter alia*, Project's overall coordination and implementation, procurement and financial management, and monitoring and evaluation.

(ii) No later than thirty (30) days after the Effective Date of this Agreement, the Recipient shall establish a Technical Advisory Committee (TAC) with members in adequate numbers and with terms of reference, qualifications and functions acceptable to the Bank as set forth in the Operations Manual, to provide technical support and advise to the Recipient in the implementation of the Project.

(iii) The Recipient shall establish, and thereafter operate, and maintain at all times throughout the implementation of the Project, a GRM to address grievances related to the implementation of the Project.

(D) Sub-grants

(i) Upon approval by of a given Subproject by the Recipient, and prior to the provision of a Sub-grant, the Recipient shall enter into an agreement with the corresponding Targeted Entity (the "Sub-grant Agreement") under terms and conditions approved by the Bank, including, *inter alia*:

(A) the obligation of the Recipient to make available, on a grant basis, part of the proceeds of the Grant ("Sub-grant") for the implementation of a given Subproject to the corresponding Targeted Entity;

(B) the right of the Recipient to take remedial actions against the pertinent Targeted Entity in case said Targeted Entity shall have failed to comply with any of its obligations under the pertinent Sub-grant Agreement in respect of any Subproject, which actions may include, *inter alia*, the partial or total suspension and/or cancellation of the proceeds of the Sub-grant (as the case may be); and

- (C) the obligation of the Targeted Entity to:
- (1) implement the corresponding Subproject with due diligence and efficiency and in accordance with the provisions of the Sub-grant Agreement, and the applicable provisions of this Agreement and the Operations Manual;
 - (2) procure goods, non-consulting services, Training and Workshops, and/or consulting services, as the case may be, in accordance with the Procurement Regulations;
 - (3) maintain adequate records and accounts and make available such documentation to the Recipient and the Bank, and any other information the Recipient may request in order to comply with its obligations under Section 2.05 of the Annex to this Agreement;
 - (4) maintain policies and procedures adequate to enable monitoring and evaluation of the progress of implementation of the Subproject and the achievement in accordance with Performance Indicators;
 - (5) use the Sub-grant exclusively for the purposes of the Subproject;
 - (6) comply with the provisions of the Anti-corruption Guidelines and the applicable Safeguard Policies in connection with the carrying out of the Subproject;
 - (7) enable the Recipient and the Bank to inspect the Subproject, its operation and any relevant records and documents and prepare and furnish to the Recipient and the Bank all such information as the Recipient and the Bank shall reasonably request relating to the Subproject; and
 - (8) Take or permit to be taken all actions to enable the Recipient to comply with its obligations referred in the Sub-grant Agreement and this Agreement.

(ii) The Recipient shall exercise its rights and carry out its obligations under each Sub-grant Agreement in such a manner as to protect the interest of the Recipient and the Bank and to accomplish the purposes of and objective of the Grant. Except as the Bank may otherwise agree in writing, the Recipient shall not amend, assign, waive or fail to enforce any Sub-grant Agreement or any provision thereof. In case of any inconsistencies between the terms of any Sub-grant Agreement and those of this Agreement, the terms of this Agreement shall prevail.

2.04. Environmental and Social Standards.

- (a) The Recipient shall, and shall cause the Targeted Entities to, ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Bank.
- (b) Without limitation upon paragraph (a) above, the Recipient shall, and shall cause the Targeted Entities to, 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, and shall cause the Targeted Entities to, ensure that:

- (i) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, and provided in the ESCP;
 - (ii) sufficient funds are available to cover the costs of implementing the ESCP;
 - (iii) 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
 - (iv) 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.
- (c) In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
- (d) The Recipient shall, and shall cause the Targeted Entities to, ensure that:
- (i) 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*: (A) the status of implementation of the ESCP; (B) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (C) corrective and preventive measures taken or required to be taken to address such conditions; and
 - (ii) the Bank is promptly notified 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, including, incidents related to the lack of social security provisions or insurance for consultants which created vulnerabilities under COVID-19, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.
- (e) The Recipient shall, and shall cause the Targeted Entities to, establish, 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.

2.05 ***Documents; Records.***

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

- (a) all records evidencing expenditures under the Project are retained for seven years and six months after the Closing Date, such records to include: (i) this Agreement, all addenda thereof, and any amendments thereto; (ii) the Recipient's financial and narrative progress reports submitted to the Bank; (iii) the Recipient's financial information related to the Grant, including audit reports, invoices and payroll records; (iv) the Recipient's implementation documentation

(including sub-agreements, procurement files, contracts, purchase orders); and (v) the corresponding supporting evidence referred to in Section 3.04 of the Standard Conditions; and

(b) the representatives of the Bank are: (i) able to examine all records referred to above in paragraph (a); (ii) provided all such information concerning such records as they may, from time to time, reasonably request; and (iii) able to disclose such records and information to the Donors.

2.06. *Project Monitoring, Reporting and Evaluation.*

(a) The Recipient shall ensure that each Project Report is furnished to the Bank not later than one (1) month after the end of each calendar semester, covering the calendar semester; and

(b) The Recipient shall ensure that a Completion Report is furnished to the Bank not later than six (6) months after the Closing Date.

**Article III
Withdrawal of Grant Proceeds**

3.01. ***Eligible Expenditures.*** 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 US dollars)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, non-consulting services and consulting services, Trainings and Workshops, Operating Costs and Sub-Grants.	1,315,692	100%
TOTAL AMOUNT	1,315,692	

3.02. ***Withdrawal Conditions.*** Notwithstanding the provisions of Section 3.01 of this Agreement, no withdrawal shall be made for payments made prior to the date of this Agreement, except that withdrawals, up to an aggregate amount not exceeding thirty-three thousand six hundred United States Dollars (\$33,600), may be made for payments made prior to this date but on or after November 1, 2020, for Eligible Expenditures under the Project.

3.03. ***Withdrawal Period.*** The Closing Date is December 31, 2022.

**Article IV
Additional Remedies**

4.01. ***Additional Events of Suspension.*** The Additional Events of Suspension referred to in Section 4.02 (k) of the Standard Conditions consists of the following:

- (a) Any Participating Country has taken or permitted to be taken any action which would prevent or interfere with the performance by the Recipient of its obligations under this Agreement.
- (b) The Bank has determined after the Effective Date referred to in Section 5.02 of this Agreement that prior to such date but after the date of this Agreement, an event has occurred which 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 Operations Manual referred to in Section 2.03(b) of the Annex to this Agreement has been adopted by the Recipient in a manner satisfactory to the Bank.
 - (b) The GRM referred to in Section 2.03(c)(iii) of the Annex to this Agreement has been established by the Recipient in a manner satisfactory to the Bank.
 - (c) The Labor Management Procedures have been adopted and disclosed by the Recipient in a manner satisfactory to the Bank, in accordance with their description in the ESCP.

5.02 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.

Article VI Recipient's Representative; Addresses

- 6.01. **Recipient's Representative.** The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is its President and Legal Representative.
- 6.02. **Recipient's Address.** For purposes of Section 7.01 of the Standard Conditions:

- (a) the Recipient's Address is:

*4to. Pasaje, casa 1-222,
Colonia San Rafael,
Zona 2,
Chimaltenango
Guatemala; and*

(b) the Recipient's Electronic Address is:

Tel:

E-mail:

(502) 4214 9112

licasita@hotmail.com

6.03. **Bank's Address.** For purposes of Section 7.01 of the Standard Conditions:

(a) the Bank's address is:

International Bank for Reconstruction and Development
International Development Association
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

APPENDIX
Modifications to the Standard Conditions

The Standard Conditions are modified as follows:

1. Paragraph 18 of the Appendix (Definitions) is modified to read as follows:

“18. ‘Member Country’ means the member of the Bank in whose territory the Project is carried out or any such member’s political or administrative subdivisions. If the Grant is extended by the Bank to such member as a party to the Grant Agreement, the term ‘Member Country’ and ‘Recipient’ refer to the same entity. If the Project is carried out in the territory of more than one member of the Bank, ‘Member Country’ refers separately to each such member.”