Global Environment Facility Grant Agreement

(Brazil Amazon Sustainable Landscapes Project Phase 2)

(Brasil Projeto Paisagens Sustentáveis da Amazônia, Fase 2)

between

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

acting as an Implementing Agency of the Global Environment Facility

and

FUNDAÇÃO GETÚLIO VARGAS – FGV

GLOBAL ENVIRONMENT FACILITY GRANT AGREEMENT

AGREEMENT dated as of the Signature Date between INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("Bank"), acting as an implementing agency of the Global Environment Facility ("GEF") and FUNDAÇÃO GETÚLIO VARGAS – FGV ("Recipient"). The Bank and the Recipient 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 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. To this end, the Recipient shall carry out the Project with the assistance of MMA, ICMBio, SFB and the States in respect of the activities under the Project within their territorial or administrative jurisdiction, all in accordance with the obligations set forth in this Agreement, in the provisions of Article II of the Standard Conditions and the FGV Implementation Agreements.

Article III The Grant

- 3.01. The Bank agrees to extend to the Recipient a grant in an amount not to exceed nineteen million and two hundred and eighty-four thousand four hundred and four United States Dollars (\$19,284,404) ("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 Events of Suspension referred to in Section 4.02 (k) of the Standard Conditions consist of the following:

- (a) The Applicable Legislation shall have been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely, in the reasonable opinion of the Bank, the ability of the Recipient, MMA, ICMBio, SFB or the pertinent State to perform any of their obligations under this Agreement or the corresponding FGV Implementation Agreement, provided, however, that the suspension of the Recipient's right to make withdrawals from the Grant Account may be limited by the Bank to withdrawals in respect of Project expenditures incurred or to be incurred by MMA, ICMBio, SFB or the pertinent State.
- (b) MMA, ICMBio and/or SFB shall have failed to perform any of their obligations under their respective FGV Implementation Agreement, provided, however, that the suspension of the Recipient's right to make withdrawals from the Grant Account may be limited by the Bank to withdrawals in respect of Project expenditures incurred or to be incurred by MMA, ICMBio and/or SFB.
- (c) Any State shall have failed to perform any of its respective obligations under the corresponding FGV-State Cooperation Agreement provided, however, that the suspension of the Recipient's right to make withdrawals from the Grant Account under the terms of this Agreement may be limited by the Bank to withdrawals in respect of Project expenditures incurred or to be incurred by said State.
- (d) 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 which would occurred have entitled the Bank to suspend the Recipient's right to make withdrawals from the Grant Account under the terms of this Agreement, if this Agreement had been effective on the date of such event.

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 FGV-MMA Coordination Agreement has been executed on behalf of the respective parties thereto.
 - (c) the Project Operational Manual has been adopted by the Recipient, all in a manner and with contents acceptable to the Bank.
- 5.02. As part of the evidence to be furnished pursuant to Section 5.01 (a) and (b) there shall be furnished to the Bank a legal opinion or opinions satisfactory to the Bank of counsel acceptable to the Bank or, if the Bank so requests, a certificate satisfactory to the Bank of a competent official of the Recipient, showing the following matters, namely that:
 - (a) on behalf of the Recipient, this Agreement has been duly authorized or ratified by and executed and delivered on its behalf and is legally binding upon it in accordance with its terms.

- (b) on behalf of the Recipient and MMA, the FGV-MMA Coordination Agreement has been duly signed, authorized and/or ratified by the Recipient and MMA and is legally binding upon the parties thereto in accordance with said FGV-MMA Coordination Agreement's 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 a 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. 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 (the "Effectiveness Deadline"), 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.
- 5.05. Without prejudice to paragraph 5.04 of this Agreement, the Effectiveness Deadline shall in no case be later than eighteen (18) months after the Bank's approval of the Grant which deadline expires on April 5, 2023.

Article VI Recipient's Representative; Addresses

- 6.01. The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is its President.
- 6.02. For purposes of Section 7.01 of the Standard Conditions: (a) the Recipient's address is:

Fundação Getulio Vargas Praia de Botafogo, No. 190 Rio de Janeiro – RJ, 22250-900 Brazil:

and

(b) the Recipient's Electronic Address is:

Facsimile: E-mail:

+ 55 (21) 21736360 asl2@eu.fgv.br

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	Electron	ic Address is:		
Telex:		Facsimile:	E-mail	
248423 (MCI) 64145 (MCI)	or	1-202-477-6391	panoscasero@worldbank.org	
AGREED as of	f the Sig	nature Date.		
	RECO acting	RNATIONAL BANK FOR STRUCTION AND Bas an Implementing As Invironment Facility	DEVELOPMENT	
	Ву		Paloma Inós	
			Authorized	Representative
		Namo	Paloma Anos Casero	-
		Title:	The World Bank	-
		Date:	23-Nov-2021	-
		FUNDAÇÃO G	ETÚLIO VARGAS - FGV	
	Ву		Carlos Ivan Simonsen	leal
			Authorized	Representative
		Namo	Carlos Ivan Simonsen Leal	-
		Title:	President	
		Date:	08-dez-2021	_

SCHEDULE 1 Project Description

The objectives of the Project are to: (a) expand the area under legal protection and improve management of Protected Areas; and (b) increase the area under restoration and sustainable management in the Brazilian Amazon.

The Project consists of the following parts:

Part I. Amazon Protected Areas System

- 1.1 Strengthen environmental, integrated and shared governance and management for landscapes and ecological connectivity, through actions to:
 - (a) strengthen governance structures and management for landscapes and ecological connectivity of five IMAs through, *inter alia*: (i) strengthening representativity and participation in the IMAs' governance bodies, and foster integration of the IMAs and other relevant governance and management instruments; (ii) completing diagnostic studies, including, identifying, mapping and valuing ecosystem services; (iii) preparing, reviewing and/or implementing planning instruments among the target areas; (iv) preparing and updating integrated IMAs management plans and strategies, including incorporating the results of studies, preparing business plans, fundraising strategies, and identifying models for sustainable financing; (v) developing guidance and designing monitoring systems and tools for IMAs; (vi) promoting exchanges of experience both nationally and among the participating Amazon sustainable landscape program countries; and (vii) supporting the ongoing dialogue to define criteria for and identify other effective area-based conservation measures; and
 - (b) improve effectiveness and management of non-ARPA Protected Areas situated within the five target IMAs through, *inter alia*: (i) piloting innovative management practices and governance strategies; (ii) establishing and operationalizing Protected Area management approaches; (iii) completing diagnostic studies and improving monitoring instruments to close the knowledge gap and promote more equitable gender participation in Protected Area governance and management; (iv) prioritizing areas and measures for climate change adaptation, sustainable use and increased ecological connectivity; (v) supporting implementation of key biodiversity conservation actions in Protected Areas; (vi) developing and adopting guidelines and related training for invasive alien species in Amazon Protected Areas; (vii) sensitizing, training and implementing the national Protected Area management monitoring system by state and municipal Protected Area agencies; (viii) identifying and disseminating good practices and lessons learned; and (ix) collaborating with complementary initiatives.

Part II. Integrated Landscape Management

- 2.1 Promote integrated landscape management in Selected Areas through, *inter alia*:
 - (a) development of sustainable production and harvesting systems through: (i) completing studies, preparing and disseminating guidelines, good practices and innovative technologies for sustainable management of terrestrial and aquatic ecosystems; (ii)

providing training and implementing demonstration activities for farmers, harvesters, fishers, technicians and extension workers on sustainable land and water management practices, such as agroforestry, sustainable fishing techniques, and integrated rural planning approaches at the farm level; (iii) developing and disseminating conservation management plans and guidance for AZE sites; (iv) providing leadership training and institutional and cooperative capacity building to academia, federal and state entities, civil society entities, community associations and producers and harvesters; (v) carrying out of forest inventories and preparation of management plans for the small-scale production of forest products; (vi) mapping targeted wild relatives and traditional crop varieties for conservation of genetic resources for long term food security; and (vii) implementing key national commitments under regional conservation initiatives;

- (b) consolidation of new and existing productive value chains through, *inter alia*: (i) carrying out analytical work to identify potential best practices for key value chains; (ii) developing studies, business models, plans and market strategies for selected native species' productive chains; (iii) increasing capacity of producers and harvesters, with an emphasis on women, to participate in sustainable forest and water-friendly productive value chains, including through access to training, technical assistance, and innovative technologies; (iv) providing equipment, inputs, and productive infrastructure, including processing units, related to selected sustainable productive value chains; (v) developing fisheries agreements including management plans for fisheries and their implementation; (vi) identifying and fostering demand and creating added value for timber, non-timber, fisheries, and sociobiodiversity products; and (vii) raising awareness and promoting communication activities regarding control and risk management for alien species; and
- (c) improving the value chain for the recovery of native vegetation through, *inter alia*: (i) carrying out analytical work to identify potential best practices for key value chains; (ii) providing training to extension agents and rural producers in areas such as seed collection and improvement, seedling generation, and restoration techniques; (iii) providing support to nurseries including the provision of equipment; (iv) fostering seed improvement for native species; (v) mapping of seed and seedling suppliers; (vi) carrying out vegetation recovery activities on public and private lands (e.g., regeneration, enrichment, planting, agroforestry systems); and (vii) promoting field monitoring of restoration activities.

Part III. Policies for Conservation, Sustainable Use and Restoration

- 3.1 Strengthening the development and implementation of sectorial policies and technical and financial mechanisms with a view to reducing deforestation and promoting conservation, sustainable use and restoration of forest and aquatic ecosystems and biodiversity through, *inter alia*:
 - (a) supporting the implementation of key legal instruments for sustainable use and restoration of forests, through: (i) strengthening implementation of key legal instruments for forest recovery, including CAR, the related PRA, and PRADA; (ii) strengthening states' capacity to implement SFB's PRA and the CAR dynamic analytic system model, including acquisition of inputs and training; (iii) building capacity of state and municipal governments, technical assistance bodies, rural producers and communities to promote and implement restoration activities; and (iv) supporting the operationalization of CONAVEG and the implementation of PROVEG; and
 - (b) improving knowledge and enhance implementation of policies for the protection and recovery of native vegetation through: (i) adapting an innovative multi-criteria spatial

model to the Amazon, to identify priority areas for restoration (criteria to include biodiversity, potential for natural regeneration, cost-effectiveness and income potential); (ii) modelling multiple financial mechanisms to help leverage public-private financing for large-scale restoration; (iii) disseminating and building capacity of operating units, partners and beneficiaries to apply the planning and modeling tools used or developed by the project; and (iv) promoting the establishment of policies, regulations and initiatives to overcome barriers (licensing, extension, financing, etc.) and seize opportunities to scale up sustainable productive chains.

- 3.2 Improving the capacity of the relevant entities in the Member Country's territory for monitoring forest restoration through, *inter alia:* (a) provision of training of the PMABB Actors; (b) strengthening of the institutional capacity of the agencies responsible for vegetation monitoring, including, among others, definition and improvement of monitoring criteria, protocols, systematization of activities, workshops and exchange events; (c) carrying out of workshops and technical studies to fill existing knowledge gaps; (d) improved monitoring and methodologies for native vegetation recuperation; (e) acquisition of equipment; and (f) creation and implementation of a national system for monitoring native vegetation recovery to be integrated in the SICAR and relevant monitoring systems for other land recovery policies.
- 3.3 Identifying new and improving existing financial incentives for farmers and harvesters to invest in restoration and conservation activities through, *inter alia*, the carrying out of meetings, workshops, and studies to enable decision making on financial instruments which support producers.
- 3.4 Strengthen policy framework and management of threatened and migratory species through: (a) improving management capacity for AZE sites, including support for studies, mapping, strategic planning, communications, training and integration into and revision of state policy and regulations; (b) reviewing and updating sectoral policies and regulations to address threatened species concerns including but not limited to fishing practices; (c) developing, implementing and monitoring instruments for the protection of threatened species; and (d) developing, implementing and monitoring instruments for jaguar and other threatened species, including, among others, regional and national strategies and plans, policies and regulations, studies, management plans, workshops, communication, and regional collaboration actions.
- 3.5 Raise awareness, strengthen capacity, and improve coordination of actors to prevent and manage invasive alien species, including studies, priority lists and high-risk pathways, management programs and plans, information campaigns and training.

Part IV. Capacity Building, Cooperation, and Project Coordination

- 4.1. Improving implementation capacity and collaboration within Project Entities and across sectors through, *inter alia*: (a) promoting participation of Brazilian stakeholders in regional knowledge exchange efforts and study tours; (b) strengthening collaborative environmental management with official counterparts in the Amazon biome countries; (c) developing and implementing knowledge exchange, training programs, structured lectures, seminars and short-term international internships; (d) systematizing lessons learned through Project implementation; and (e) establishing and implementing a system to coordinate, communicate, manage, provide technical support and monitor implementation across all Parts of the Project, and to maintain and operate the Project's participatory structures.
- 4.2. Supporting Project coordination through, *inter alia*: (a) carrying out day-to-day management and supervision of overall Project implementation, including the operation of the PCU and of the FGV-

PEU; (b) establishment and functioning of the various Project inter-institutional structures including POC, AC, and technical working groups; and (c) preparation and implementation of an overarching project communication strategy.

SCHEDULE 2

Project Execution

Section I. Institutional and Other Arrangements

A. Institutional Arrangements

- 1. To facilitate the carrying out of the Project, the Recipient shall establish and thereafter maintain a Project Executing Unit (FGV-PEU) with functions, staffing and responsibilities satisfactory to the Bank, as set forth in the Project Operational Manual.
- 2. To facilitate the carrying out of the Project, the Recipient shall contractually cause MMA, through the FGV-MMA Coordination Agreement, to organize, coordinate and maintain:
 - (a) the PCU with functions, staffing and responsibilities satisfactory to the Bank, as set forth in the Project Operational Manual, including its responsibility to supervise the technical aspects of Project implementation.
 - (b) the POC with composition and responsibilities satisfactory to the Bank, as set forth in the Project Operational Manual, including: (i) its composition with representatives of *inter alia* MMA, ICMBio, SFB, the States, CI-Brazil, FUNBIO and the Recipient; and (ii) its responsibility to foster compliance with the Project objectives.
 - (c) the AC with composition and responsibilities satisfactory to the Bank, as set forth in the Project Operational Manual, including: (i) its composition with representatives of *inter alia* MMA, ICMBio, SFB, the States, CI-Brazil, civil society, FUNBIO and the Recipient; and (ii) its responsibility to provide strategic recommendations on integrated landscape management.

B. FGV Implementation Agreements

- 1. To facilitate the carrying out of the Project, the Recipient shall enter into an agreement with MMA (the FGV-MMA Coordination Agreement), under terms and conditions acceptable to the Bank, including MMA's obligation to assist in the implementation of the Project in accordance with the provisions of this Agreement.
- 2. To facilitate the carrying out of the Project, the Recipient shall, not later than 12 months after the Effective Date enter into:
 - (a) an agreement with ICMBio (the FGV-ICMBio Cooperation Agreement);
 - (b) an agreement with SFB (the FGV-SFB Cooperation Agreement); and
 - (c) an agreement with each State (the FGV-State Cooperation Agreements);

all under terms and conditions acceptable to the Bank, including the Project Entities' obligation to assist in the implementation of the Project in accordance with the provisions of this Agreement.

3. The Project Entities shall undertake no activities under the Project unless and until they enter into their respective FGV Implementation Agreement, in a manner acceptable to the Bank.

- 4. The Recipient shall exercise its rights and carry out its obligations under the FGV Implementation Agreements in such manner as to protect the interests of the Recipient, the Member Country and the Bank and to accomplish the purposes of the Grant. Except as the Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate, waive, terminate or fail to enforce any FGV Implementation Agreement or any of its material provisions.
- 5. In case of any conflict between the terms of the FGV Implementation Agreements, and this Agreement, the provisions of this Agreement shall prevail.

C. Project Operational Manual

- 1. The Recipient shall adopt, maintain and carry out the Project under its responsibility in accordance with the provisions of a manual (the Project Operational Manual) acceptable to the Bank, which shall include, *inter alia*: (a) a detailed description of Project activities under its responsibility and institutional arrangements for the Project; (b) the detailed description of the assistance to be provided by the Project Entities to the Recipient under the Project; (c) the Project administrative, accounting, auditing, reporting, financial (including cash flow aspects in relation thereto), procurement and disbursement procedures; (d) the monitoring indicators for the Project; (e) the institutional and administrative mechanisms established to ensure inter-institutional coordination; and (f) the functions, responsibilities and composition of the FGV-PEU, PCU, POC and AC.
- 2. Except as the Bank may otherwise agree in writing, the Recipient shall not abrogate, amend, suspend, waive or otherwise fail to enforce the Project Operational Manual or any provision thereof.
- 3. In case of any conflict between the terms of the Project Operational Manual and those of this Agreement, the terms of this Agreement shall prevail.

D. Safeguards

The Recipient shall:

- 1. implement the Project in accordance with the provisions of the ESMF, the PF, the SEP and the IPPF;
- 2. ensure that all measures for carrying out the recommendations of the ESMF, the PF, the SEP and the IPPF are taken in a timely manner and that all necessary plans prepared in accordance with said ESMF, the PF, the SEP and the IPPF have received the Bank's written no-objection prior to the start of any works or services;
- 3. ensure that the terms of reference of any consultancy in respect to the Project shall be satisfactory to the Bank following its review thereof and, to that end, such terms of reference shall duly incorporate the requirements of the Bank's Safeguard Policies then in force, as applied to the advice conveyed through such consulting services; and
- 4. without limitation upon the provisions of paragraph 2 above, if sixty (60) days prior to the Closing Date, the Bank determines that there are safeguard measures and actions which will not be completed by the Closing Date, the Recipient shall: (a) not later than thirty (30) days before the Closing Date, prepare and present to the Bank, an action plan satisfactory to the Bank on the outstanding measures and actions, including a timetable and budget allocation for such measures

and actions; and (b) thereafter, carry out, or cause to be carried out (as the case may be), said action plan in accordance with its terms and in a manner acceptable to the Bank.

Section II. <u>Project Monitoring, Reporting and Evaluation</u>

A. Project Reports

The Recipient shall ensure that each Project Report is furnished to the Bank not later than forty-five (45) days after the end of each calendar semester, covering the calendar semester.

Section III. 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; 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 (USD)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, works, consultants' services, non-consulting services, Current Costs, and Training under the Project	16,662,404	100%
(2)(a) Operational Expenses under the Project	1,704,000	
(2)(b) Management Costs under the Project	918,000	100%
Total Amount	19,284,404	

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 Signature Date, except that withdrawals up to an aggregate amount not to exceed three million eight hundred fifty-six thousand eight hundred and eighty United States Dollars (\$3,856,880) may be made for payments made prior to this date but on or after June 28, 2021, for Eligible Expenditures under the Project.
- 2. The Closing Date is December 31, 2026.

Section IV. Other Undertakings

A. By September 30, 2024, or such other date as the Bank shall agree upon, the Recipient shall: (a) carry out jointly with the Bank and the Project Entities a mid-term review of the implementation of operations under the Project, which shall cover the progress achieved in the implementation of the Project; and (b) following such mid-term review, act promptly and diligently to take any corrective action as shall be agreed by the Bank.

APPENDIX

Definitions

- 1. "AC" or "Advisory Council" means a council comprised of Member Country governmental and non-governmental representatives, responsible for providing overarching policy level, strategic and technical guidance for the Project, as established and operating under the Project Operational Manual, or any successor thereto acceptable to the Bank.
- 2. "Amazon Region" means the tropical forest areas of the Amazon region in the Member Country's territory, as established by the Member Country's Law Number 5.173 dated October 27, 1966, and by Article 45 of the Member Country's Supplemental Law Number 31 dated October 11, 1977.
- 3. "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.
- 4. "Applicable Legislation" means the Member Country's Federal Law No. 9.985/2000, dated July 18, 2000, establishing the National System of Nature Protected Areas (*Sistema Nacional de Unidades de Conservação da Natureza*) and Federal Law No. 12.651/2012, dated May 25, 2012, establishing the protection of native vegetation (*Lei da Proteção da Vegetação Nativa*).
- 5. "AZE" means the Alliance for Zero Extinction, a joint initiative of local, national and global biodiversity conservation organizations established to designate and effectively conserve the most important sites for global biodiversity conservation, pursuant to MMA's *Portarias* No. 287, dated July 27, 2018, and No. 413, dated October 31, 2018.
- 6. "Bank's Safeguard Policies" means the Operational Policies (OPs) and Bank Procedures (BPs) of the Bank, namely OP/BP 4.01 (Environmental Assessment), OP/BP 4.03 (Performance Standards for Private Sector Activities), OP/BP 4.04 (Natural Habitats), OP/BP 4.09 (Pest Management), OP/BP 4.10 (Indigenous Peoples), OP/BP 4.11 (Physical Cultural Resources), OP/BP 4.12 (Involuntary Resettlement), OP/BP 4.36 (Forests), OP/BP 4.37 (Safety of Dams), OP/BP 7.50 (International Waterways), OP/BP 7.60 (Disputed Areas); which can be found at https://policies.worldbank.org.
- 7. "Brazilian Amazon" means the tropical forest areas of the Amazon Region within the States' territory.
- 8. "CAR" means *Cadastro Ambiental Rural*, the Member Country's mandatory public electronic register for rural landholdings, established and operating under the Member Country's Federal Law No. 12.651.
- 9. "Category" means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
- 10. "CI-Brazil" means a Brazilian non-profit non-governmental organization ("associação civil") established in 1990, in accordance with the Member County's legal system, which aims at promoting human wellbeing and strengthening society in order to responsibly and sustainably use and conserve nature, or any successor thereto acceptable to the Bank.

- 11. "CONAVEG" means *Comissão-Executiva para Controle do Desmatamento Ilegal e Recuperação da Vegetação Nativa*, the Member Country's Executive Commission for the Control of Illegal Deforestation and Restoration of Native Vegetation, as established and operating pursuant to the Member Country's Presidential Decree No 10.142 dated November 28, 2019, or any successor thereof satisfactory to the Bank.
- 12. "Current Costs" means the reasonable incremental costs directly incurred by the Project Entities on account of Project implementation, consisting of communication costs, vehicle rental and maintenance, office supplies and maintenance, rental of office space, minor office refurbishing, equipment maintenance, utilities, document duplication/printing, consumables, travel cost, accommodation, and *per diem* for all travel linked to the implementation of the Project, as approved by the Bank and as further detailed in the Project Operational Manual.
- 13. "ESMF" means the Environmental and Social Management Framework, a framework adopted by the Recipient and dated November 18, 2020, acceptable to the Bank, as published and available to following websites https://fgveurope.fgv.br/projects-2; https://antigo.mma.gov.br/component/k2/item/15472-documentos-do-projeto.html, which contains the environmental and social protection measures in respect of the Project, including: (i) protection of natural habitats, forests, pest management, physical cultural resources; (ii) guidelines for the identification of existing environmental and social conditions and potential direct and indirect environmental and social impacts resulting from the carrying out of the Project; (iii) guidelines for the carrying out and the preparation of environmental and social management plans, when applicable; (iv) the recommendation of mitigation measures for each negative impact identified; and (v) measures for enhancing each identified positive impact, as said framework may be amended from time to time with the prior written approval of the Bank.
- 14. "FGV Implementation Agreement" means the FGV-MMA Coordination Agreement, the FGV-ICMBio Cooperation Agreement, the FGV-SFB Cooperation Agreement, or any FGV-State Cooperation Agreement, collectively referred to as "FGV Implementation Agreements".
- 15. "FGV-ICMBio Cooperation Agreement" means the agreement referred to in Section I.B.2(a) of Schedule 2 to this Agreement.
- 16. "FGV-MMA Coordination Agreement" means the agreement referred to in Section I.B.1 of Schedule 2 to this Agreement.
- 17. "FGV-PEU" means the Project Executing Unit based in FGV, responsible for implementation, monitoring, supervision, financial management and procurement activities under the Project.
- 18. "FGV-SFB Cooperation Agreement" means the agreement referred to in Section I.B.2(b) of Schedule 2 to this Agreement.
- 19. "FGV-State Cooperation Agreement" means any of the agreements referred to in Section I.B.2(c) of Schedule 2 to this Agreement, collectively referred to as "FGV-State Cooperation Agreements".
- 20. "FUNBIO" or "Fundo Brasileiro para a Biodiversidade" means a non-profit organization established and operating pursuant to the Member Country's Law No. 9.790, dated March 23, 1999, or any successor thereto acceptable to the Bank.

- 21. "ICMBio" means the Chico Mendes Institute for Biodiversity Conservation, the Member Country's institute for biodiversity conservation, established and operating as a legal entity under the Member Country's Law No. 11.516, dated August 28, 2007, or any successor thereto acceptable to the Bank.
- 22. "IMAs" means Integrated Management Areas which are officially recognized territories that are protected by national regulation and that promote a landscape management view beyond the boundaries of each protected area, as further detailed in the Project Operational Manual.
- 23. "IPPF" means Indigenous Peoples Policy Framework, a framework adopted by the Recipient and dated November 18, 2020, acceptable to the Bank, as published and available to the public on the following websites https://fgveurope.fgv.br/projects-2; and https://antigo.mma.gov.br/component/k2/item/15472-documentos-do-projeto.html, which contains the social protection measures under the Project in respect to indigenous peoples, including: (i) guidelines for the identification of existing social conditions and potential direct and indirect social impacts resulting from the carrying out of the Project; (ii) guidelines for the carrying out and the preparation of indigenous peoples plans, when applicable; (iii) the screening procedures and recommendation of mitigation measures for each negative impact identified; and (iv) measures for enhancing each identified positive impact, as said framework may be amended from time to time with the prior written approval of the Bank.
- 24. "Management Costs" means the reasonable incremental costs directly incurred by the Recipient on account of Project implementation, consisting of salaries and related benefits for the Recipient's administrative staff working exclusively for the implementation of the Project, as approved by the Bank and as further detailed in the Project Operational Manual.
- 25. "Member Country" means the Federative Republic of Brazil.
- 26. "MMA" means *Ministério do Meio Ambiente*, the Member Country's Ministry of Environment.
- 27. "Operational Expenses" means the reasonable incremental costs directly incurred by the Recipient on account of Project implementation, consisting of salaries and related benefits for the Recipient's technical staff assigned to work for the FGV-PEU for services provided exclusively for the implementation of the Project, as well as expenses directly incurred on account of Project implementation, consisting of, communication costs, vehicle rental and maintenance, travel costs, accommodation, and *per diem*, as approved by the Bank and as further detailed in the Project Operational Manual.
- 28. "PF" means the Process Framework, a framework adopted by the Recipient and dated November 18, 2020, acceptable to the Bank, as published and available to the public on the following websites https://fgveurope.fgv.br/projects-2; and https://antigo.mma.gov.br/component/k2/item/15472-documentos-do-projeto.html, which contains the protection measures ensuring that affected people and communities have an opportunity to participate in the definition and design of alternative livelihood activities or other compensation and mitigation measures in respect to the Project, including: (i) guidelines for the identification of existing situations in which the creation and consolidation of Protected Areas could potentially lead to restrictions in access to Protected Areas or natural resources leading to impacts on peoples' livelihoods under the Project; (ii) guidelines for the carrying out and the preparation of management plans, when applicable; (iii) the recommendation of mitigation measures for each negative impact identified; and (iv) the Project grievance redress mechanisms; as said framework may be amended from time to time with the prior written approval of the Bank.

- 29. "PMABB Actors" means the entities involved in the PMABB as further described in the MMA's *Portaria* No. 365, dated 27 November 2015.
- 30. "PMABB" means "*Programa de Monitoramento Ambiental dos Biomas Brasileiros*", a program established pursuant to the MMA's *Portaria* No. 365, dated 27 November 2015, aimed at mapping and monitoring the Member Country's vegetation.
- 31. "PRA" means "*Programa de Regularização Ambiental*", the Member Country's plan established by the Member Country's Decree No. 7.830, dated October 17, 2012, aimed at adapting and promoting environmental regularization.
- 32. "PRADA" means "*Plano de Recuperação de Áreas Degradadas e Alteradas*", the Member Country's plan aimed at the environmental recovery of degraded areas, established and operating pursuant to the Member Country's Law No. 6.938, dated August 31, 1981, and its Decree No. 97.632, dated April 10, 1989.
- 33. "Procurement Regulations" means, for purposes of paragraph 20 of the Appendix to the Standard Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated July 2016, revised November 2017 and August 2018.
- 34. "Project Coordination Unit" or "PCU" means a unit functioning within MMA, responsible for implementation, coordination, supervision and monitoring of the MMA's respective activities under the Project.
- 35. "Project Entities" means collectively MMA, ICMBio, SFB, and the States.
- 36. "Project Operational Committee" or "POC" means a decision-making committee functioning within MMA, in accordance with the provisions of the Project Operational Manual and responsible for overseeing the Project implementation.
- 37. "Project Operational Manual" means the manual, satisfactory to the Bank referred to in Section I.C.1 of Schedule 2 to this Agreement, available at https://fgveurope.fgv.br/sites/fgveurope.fgv.br/files/16082021_mop-iv_fgv-revf2.pdf as the same may be amended from time to time, after the prior approval of the Bank.
- 38. "Protected Areas" means any Sustainable Use Protected Area or Strict Protection Protected Area.
- 39. "PROVEG" means *Plano Nacional para Recuperação da Vegetação Nativa*, the Member Country's national plan for the recovery of native vegetation, established and operating pursuant to its Decree No. 8972, dated January 23, 2017.
- 40. "Selected Areas" means the locations specified in the Project Operational Manual, all within the States of Amazonas, Pará, Rondônia and Acre and not benefitted by activities under Part I of the Project.
- 41. "SEP" or "Stakeholder Engagement Plan" means the document prepared by the Recipient dated November 18, 2020, and published and available to the public on https://fgveurope.fgv.br/projects-2 and https://antigo.mma.gov.br/component/k2/item/15472-documentos-do-projeto.html, which outlines general implementation procedures, consultations, mitigation measures and monitoring procedures for stakeholder engagement, as said plan may be amended from time to time with the Bank's prior approval.

- 42. "SFB" means *Serviço Florestal Brasileiro*, the Member Country's agency responsible for forest management under its Ministry of Agriculture, Livestock and Food Supply, established and operating pursuant to the Member Country's Law No. 11.284, dated March 2, 2006.
- 43. "SICAR" means *Sistema Nacional de Cadastro Ambiental Rural*, the Member Country's rural environmental cadaster system operating within CAR.
- 44. "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.
- 45. "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.
- 46. "State" means any of the following States: Amazonas, Pará, Rondônia and Acre, collectively referred to as the "States".
- 47. "Strict Protection Protected Area" means any ecological station, biological reserve or park, as defined in Articles 9, 10 and 11 of the Member Country's Federal Law No. 9.985/2000, dated July 18, 2000, respectively, which meets the criteria for the creation of Protected Areas as set forth in the Project Operational Manual.
- 48. "Sustainable Use Protected Area" means an extractive reserve or a sustainable development reserve as defined in Articles 18 and 20 of the Member Country's Federal Law No. 9.985/2000, dated July 18, 2000, respectively, which meets the criteria for the creation of Protected Areas as set forth in the Project Operational Manual.
- 49. "Training" means expenditures (other than those for consulting services) incurred in connection with the carrying out of training, seminars, and workshops, including the reasonable travel costs (e.g. accommodations, transportation costs and *per diem*) of trainees and trainers (if applicable), catering, rental of training facilities and equipment, logistics and printing services, as well as training materials and equipment, as approved by the Bank and as further detailed in the Project Operational Manual.