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GEF GRANT NUMBER TF094483

# Global Environment Facility Grant Agreement

(Protected Area Project)

between

REPUBLIC OF CÔTE D'IVOIRE

and

INTERNATIONAL BANK FOR  
RECONSTRUCTION AND DEVELOPMENT

acting as an Implementing Agency of the Global Environment Facility

Dated July 21, 2009

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**GEF GRANT NUMBER TF094483**

**GLOBAL ENVIRONMENT FACILITY  
GRANT AGREEMENT**

AGREEMENT dated July 21, 2009, entered into between:

REPUBLIC OF CÔTE D'IVOIRE ("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 this Agreement.

**Article II  
The Project**

- 2.01. The Recipient declares its commitment to the objective of the project described in Schedule 1 to this Agreement ("Project"). To this end, the Recipient shall carry out Parts 1 (a), 2, 3, and 4 of the Project through the Ivorian Office of Parks and Reserves and cause Part 1 (b) of the Project to be carried out by the Foundation for the Parks and Reserves of Côte d'Ivoire ("Project Implementing Entity") in accordance with the provisions of Article II of the Standard Conditions and the agreement dated the same date as this Agreement between the World Bank and the Project Implementing Entity, as such agreement may be amended from time to time ("Project Agreement").

- 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 two million five hundred forty thousand Dollars (\$2,540,000) ("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 abovementioned 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 Events of Suspension referred to in Section 4.02 (i) of the Standard Conditions consist of the following:
- (a) The Recipient has failed to make payment (notwithstanding the fact that such payment may have been made by a third party) of principal, interest, service charges or any other amount due to IBRD or IDA: (i) under any agreement between the Recipient and IBRD; or (ii) under any agreement between the Recipient and IDA; or (iii) in consequence of any guarantee extended or other financial obligation of any kind assumed by IBRD or IDA to any third party with the agreement of the Recipient.
  - (b) The Member Country has taken or permitted to be taken any action which would prevent or interfere with the performance by the Project Implementing Entity of its obligations under the Project Agreement.
  - (c) The Project Implementing Entity has failed to perform any obligation under the Project Agreement.

- (d) IBRD or IDA has declared the Project Implementing Entity ineligible to receive proceeds of any financing made by IBRD or IDA, or otherwise to participate in the preparation or implementation of any project financed in whole or in part by IBRD or IDA (including as administrator of funds provided by another financier), as a result of a determination by IBRD or IDA that the Project Implementing Entity has engaged in fraudulent, corrupt, coercive, or collusive practices in connection with the use of the proceeds of any financing made by IBRD or IDA.
- (e) As a result of events which have occurred after the date of this Agreement, an extraordinary situation has arisen which makes it improbable that the Project Implementing Entity will be able to perform its obligations under the Project Agreement.
- (f) The Recipient's Law No. 2002-102 of February 11, 2002 or its Receipt of Declaration of Association No. 836/MEMAT/DGAP/DAG/SDVA of December 20, 2004 pursuant to which the Project Implementing Entity has been established and is operating has been amended, suspended, abrogated, repealed, or waived so as to affect materially and adversely the ability of the Project Implementing Entity to perform any of its obligations under the Project Agreement.
- (g) The World 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 have entitled the World 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 World Bank has been furnished to the World Bank that the conditions specified below have been satisfied.
- (a) The execution and delivery of this Agreement on behalf of the Recipient and the Project Agreement on behalf of the Project Implementing Entity have been duly authorized or ratified by all necessary governmental and corporate action.

- (b) If the World Bank so requests, the condition of the Project Implementing Entity, as represented or warranted to the World Bank at the date of this Agreement, has undergone no material adverse change after such date.
  - (c) The Subsidiary Agreement referred to in Section I.A of Schedule 2 to this Agreement has been executed on behalf of the Recipient and the Project Implementing Entity.
  - (d) The Recipient has appointed, in accordance with the provisions of Section III of Schedule 2 to this Agreement, (i) a Project manager, (ii) an accountant, and (iii) a procurement specialist, all with qualifications, experience, and terms of reference satisfactory to the World Bank, to the Ivorian Office of Parks and Reserves.
- 5.02. As part of the evidence to be furnished pursuant to Section 5.01 (a), there shall be furnished to the World Bank an opinion or opinions satisfactory to the World Bank of counsel acceptable to the World Bank or, if the World Bank so requests, a certificate satisfactory to the World Bank of a competent official of the Member Country, showing the following matters:
- (a) on behalf of the Recipient, that this Agreement has been duly authorized or ratified by, and executed and delivered on its behalf and is legally binding upon it in accordance with its terms;
  - (b) on behalf of the Project Implementing Entity, that the Project 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; and
  - (c) the Subsidiary Agreement referred to in Section I.A of Schedule 2 to this Agreement has been duly authorized or ratified by the Recipient and the Project Implementing Entity and is legally binding upon each such party in accordance with its terms.
- 5.03. Except as the Recipient and the World Bank shall otherwise agree, this Agreement shall enter into effect on the date upon which the World 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 World Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if this Agreement had been effective, the World 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 90 days after the date of this Agreement, unless the World Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The World Bank shall promptly notify the Recipient of such later date.

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

- 6.01. The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is its minister at the time responsible for finance.
- 6.02. The Recipient's Address referred to in Section 7.01 of the Standard Conditions is:

Ministry of Economy and Finance  
17 P. O. Box 670  
Abidjan 17  
Côte d'Ivoire

Cable:	Facsimile:
MINFIN	225-20-30-25-25
Abidjan	225-20-30-25-28

- 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	248423 (MCI) or	1-202-477-6391
Washington, D.C.	64145 (MCI)	

AGREED at Abidjan, Côte d'Ivoire, as of the day and year first above written.

**REPUBLIC OF CÔTE D'IVOIRE**

**By /s/ Charles Koffi Diby**

**Authorized Representative**

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

**By /s/ Madani M. Tall**

**Authorized Representative**



## SCHEDULE 1

### Project Description

The objective of the Project is to improve the sustainable management of the fauna and habitat of Comoé National Park.

The Project consists of the following parts:

1. Institutional, Financial, and Technical Strengthening for Protected Area Management and Oversight

(a) Capacity building of the Ivorian Office of Parks and Reserves

Capacity building of the Ivorian Office of Parks and Reserves staff in the northeast of the Recipient's territory and at headquarters.

(b) Support to Operations of the Project Implementing Entity

Capacity building of the Project Implementing Entity, including in fundraising, financial management, asset management, communication, and governance,

through the acquisition of goods such as office equipment and vehicles, the provision of consultants' services, the carrying out of Training, and the financing of the Operating Costs of the Project Implementing Entity.

2. Management Planning and Implementation for Comoé National Park

(a) Updating of Management Plan

Updating of the 2001 Comoé National Park management plan, including development of a surveillance strategy, through ecological surveys, site visits, community consultations, and use of demographic data.

(b) Implementation of Management Plan

Implementation of the updated management plan, including implementation of said surveillance strategy, carrying out of minor

rehabilitation of roads and park offices, and implementation of land management and surveillance contracts with park communities.

(c) **Monitoring of Biodiversity Impact**

Capacity building of the Ivorian Office of Parks and Reserves and local communities in biodiversity impact data collection, analysis, and presentation, and establishment of a bio-monitoring system tailored to the savannah ecosystem and including air and ground transects,

through the carrying out of works, the provision of consultants' services, and the carrying out of Training.

3. **Support to Park Communities**

Provision of support to park communities for purposes of natural resource management and conservation, through the:

- (a) carrying out of a study of the opportunities for expansion of the coverage area of the Man and the Biosphere radio station in Nassian;
- (b) upgrading of said radio station;
- (c) development of specific radio programming in relation to biodiversity and park management; and
- (d) carrying out of: (i) public awareness and education campaigns in relation to biodiversity and park management, (ii) a social assessment of the Comoé National Park communities, and (iii) capacity building of communities and other Project partners in biodiversity and park management,

through the provision of consultants' services and the carrying out of Training.

4. Project Management and Results Monitoring

Project management and monitoring and evaluation, including carrying out of the audit referred to in Section II.B.3 of Schedule 2 to this Agreement, and capacity building for said purpose, through the acquisition of goods such as office equipment, the provision of consultants' services, the carrying out of Training, and the financing of the Operating Costs of the Recipient.

**SCHEDULE 2****Project Execution****Section I. Institutional and Other Arrangements****A. Subsidiary Agreement**

1. To facilitate the carrying out of Part 1 (b) of the Project, the Recipient shall make the proceeds of the Grant allocated from time to time to category (2) of the table set forth in Section IV.A.2 of this Schedule available to the Project Implementing Entity under a subsidiary agreement between the Recipient and the Project Implementing Entity (“Subsidiary Agreement”), under terms and conditions approved by the World Bank, which shall include the following:
  - (a) The Recipient shall make available said proceeds to the Project Implementing Entity on a grant basis;
  - (b) The Project Implementing Entity shall perform all of its obligations under the Project Agreement;
  - (c) The Project Implementing Entity shall ensure that procurement of the goods and services required for its Respective Part of the Project shall be governed by the provisions of Section III of Schedule 2 to this Agreement, as said provisions may be further elaborated in the Procurement Plan (as hereinafter defined);
  - (d) The Project Implementing Entity shall ensure that its Respective Part of the Project is implemented in accordance with the provisions of the Project Implementation Manual, and, except as the World Bank shall otherwise agree, the parties to the Subsidiary Agreement shall not assign, amend, abrogate, or waive, or permit to be assigned, amended, abrogated, or waived, the Project Implementation Manual, or any provision thereof; and
  - (e) The Project Implementing Entity shall ensure that its Respective Part of the Project is implemented in accordance with the provisions of the Environmental and Social Impact Assessment and the Resettlement Policy Framework, and the environmental and social protection provisions referred to in Section IV.B.1 (b) of this Schedule, and, except as the World Bank shall otherwise agree, the parties to the Subsidiary

Agreement shall not assign, amend, abrogate, or waive, or permit to be assigned, amended, abrogated, or waived, said Assessment, Framework, or provisions; and

- (f) The Project Implementing Entity shall ensure that its Respective Part of the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines.
- 2. The Recipient shall exercise its rights under the Subsidiary Agreement in such manner as to protect the interests of the Recipient and the World Bank and to accomplish the purposes of the Grant. Except as the World Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate, or waive, or permit to be assigned, amended, abrogated, or waived, the aforementioned, or any provision thereof.
- 3. In the event of any conflict between the provisions of the Subsidiary Agreement and those of this Agreement, the latter shall prevail.

**B. Institutional**

Ivorian Office of Parks and Reserves

- 1. The Recipient shall be responsible for overall Project coordination, implementation of Parts 1 (a), 2, 3, and 4 of the Project, and financial and administrative management, including disbursement, and procurement under said Parts of the Project, all through the Ivorian Office of Parks and Reserves.
- 2. The Recipient shall maintain, throughout Project implementation, the Ivorian Office of Parks and Reserves, with an institutional framework, functions, and resources satisfactory to the World Bank, including staff with qualifications, experience, and terms of reference satisfactory to the World Bank, appointed in accordance with Section III of this Schedule, including the staff referred to in Section 5.01 (d) of this Agreement and a Project coordinator.

Project Implementing Entity

- 3. The Recipient shall cause the Project Implementing Entity to be responsible for the implementation of Part 1 (b) of the Project, as well as financial and administrative management, including disbursement, and procurement under said Part of the Project.

4. The Recipient shall cause the Project Implementing Entity to maintain, throughout Project implementation, an institutional framework, functions, and resources satisfactory to the World Bank, including staff with qualifications, experience, and terms of reference satisfactory to the World Bank, appointed in accordance with Section III of this Schedule.

**C. Anti-Corruption**

The Recipient shall ensure, and cause the Project Implementing Entity to ensure, that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines.

**D. Manual**

1. The Recipient shall adopt, and cause the Project Implementing Entity to adopt, no later than one (1) month after the Effective Date, the Project Implementation Manual, in form and substance satisfactory to the World Bank.
2. The Recipient shall: (i) ensure, and cause the Project Implementing Entity to ensure, that the Project is carried out in accordance with the Project Implementation Manual; and (ii) except as the World Bank shall otherwise agree, not assign, amend, abrogate, or waive, or permit to be assigned, amended, abrogated, or waived, the aforementioned, or any provision thereof.
3. In the event of any conflict between the provisions of the Project Implementation Manual and those of this Agreement, the latter shall prevail.

**E. Safeguards**

1. The Recipient shall ensure, and cause the Project Implementing Entity to ensure, that the Project is implemented in accordance with the provisions of the Environmental and Social Impact Assessment and the Resettlement Policy Framework, and the environmental and social protection provisions referred to in Section IV.B.1 (b) of this Schedule, and, except as the World Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate, or waive, or permit to be assigned, amended, abrogated, or waived, said Assessment, Framework, or provisions.
2. The Recipient shall be responsible for the implementation of said Assessment, Framework, and provisions through the Ivorian Office of Parks and Reserves, particularly its northeast zone director.

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

**A. Project Reports; Completion Report**

1. (a) The Recipient shall, through the Ivorian Office of Parks and Reserves, monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 2.06 of the Standard Conditions and on the basis of the indicators set forth below in sub-paragraph (b) of this paragraph. Each Project Report shall cover the period of one (1) calendar semester, and shall be furnished to the World Bank not later than one (1) month after the end of the period covered by such report.
- (b) The performance indicators referred to above in sub-paragraph (a) consist of the following:

No.	Indicator
1.	Percentage reduction in poaching in Comoé National Park
2.	Percentage change in encounter rate of key indicator fauna species in Comoé National Park

2. The Recipient shall, through the Ivorian Office of Parks and Reserves, prepare the Completion Report in accordance with the provisions of Section 2.06 of the Standard Conditions. The Completion Report shall be furnished to the World Bank not later than six months after the Closing Date.

**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 one (1) month after the end of each calendar quarter, covering the quarter, in form and substance satisfactory to the World Bank.
3. The Recipient shall have its Financial Statements for the Project audited in accordance with the provisions of Section 2.07 (b) of the Standard Conditions. Each such audit of the Financial Statements shall cover the period of one (1)

fiscal year of the Recipient. The audited Financial Statements for each such period shall be furnished to the World Bank not later than six (6) 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. **National Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods and works shall be procured under contracts awarded on the basis of National Competitive Bidding.



2. **Other Methods of Procurement of Goods and Works.** The following methods, other than National Competitive Bidding, may be used for procurement of goods and works for those contracts specified in the Procurement Plan: (a) Limited National Bidding; (b) Shopping; (c) Direct Contracting; and (d) Procurement from UNOPS.

**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) Quality-based Selection; (b) Selection under a Fixed Budget; (c) Least Cost Selection; (d) Selection based on Consultants' Qualifications; (e) Single-source Selection; (f) Established Private or Commercial Practices which have been found acceptable to the World Bank; (g) Selection of Service Delivery Contractors which have been found acceptable to the World Bank; (h) Selection of Individual Consultants; and (i) Sole Source Procedures for the Selection of Individual Consultants.

**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 "World Bank Disbursement Guidelines for Projects" dated May 2006, as revised from time to time by the World 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, consultants’ services (including audits), Training, and Operating Costs of the Recipient under Parts 1 (a), 2 (a), 3, and 4 of the Project	1,300,000	100
(2) Goods, consultants’ services, Training, and Operating Costs of the Project Implementing Entity under Part 1 (b) of the Project	313,000	100
(3) Works under Part 2 (b) of the Project	247,000	100
(4) Goods, consultants’ services, and Training under Part 2 (c) of the Project	680,000	100
<b>TOTAL AMOUNT</b>	<b>2,540,000</b>	

**B. Withdrawal Conditions; Withdrawal Period**

1. Notwithstanding the provisions of Part A of this Section no withdrawal shall be made:
- (a) for payments made prior to the date of this Agreement, except that withdrawals up to an aggregate amount of \$100,000 equivalent may be made for payments made prior to said date, but on or after December 1, 2008;
  - (b) under Category (3), unless the contract for the works in question includes appropriate environmental and social protection provisions, in form and substance satisfactory to the World Bank; or

- (c) under Category (4), unless a contract, in form and substance satisfactory to the World Bank, has been executed on behalf of the Recipient, represented by the Ivorian Office of Parks and Reserves, and the Wild Chimpanzee Foundation, for purposes of provision of technical assistance by the latter in the implementation of Part 2 (c) of the Project.
2. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is November 30, 2013.

**Section V. Other Undertakings**

**A. Financial Auditors**

The Recipient shall, no later than three (3) months after the Effective Date, appoint, in accordance with the provisions of Section III of this Schedule, external auditors, with qualifications, experience, and terms of reference satisfactory to the World Bank, for purposes of the carrying out of the audit referred to in Section II.B.3 of this Schedule.

**B. Annual Work Plans and Budgets**

The Recipient shall furnish to the World Bank, through the Ivorian Office of Parks and Reserves, for approval by the World Bank, as soon as available, but in any case not later than December 31 of each year, the annual work plan and budget for the Project for each subsequent year of Project implementation, in form and substance satisfactory to the World Bank, except for the annual work plan and budget for the Project for the first year of Project implementation, which shall be furnished no later than one (1) month after the Effective Date.

**C. Midterm Review**

The Recipient shall:

- (a) carry out jointly with the World Bank and the Project Implementing Entity, no later than 27 months after the Effective Date, a midterm review to assess the status of Project implementation, as measured against the performance indicators referred to in Section II.A.1 (a) of Schedule 2 to this Agreement. Such review shall include an assessment of the following: (i) overall progress in Project implementation; (ii) results of monitoring and evaluation activities; (iii) annual work plans and budgets; (iv) progress on procurement and disbursement; and (v) Project implementation arrangements; and make adjustments to the Project and reallocate funds to improve performance, if needed;
- (b) prepare and furnish to the World Bank and the Project Implementing Entity, three (3) months before such review, a report, in scope and detail satisfactory to the World Bank, needed to undertake the review, integrating the results of the monitoring and evaluation activities performed pursuant to paragraph (a) of this Section on the progress achieved in the carrying out of the Project during the period preceding the date of the said report and setting out the measures recommended to ensure the efficient carrying out of the Project and the achievement of the objective thereof during the period following such date; and
- (c) review, jointly with the World Bank and the Project Implementing Entity, the report referred to in paragraph (b) of this Section and thereafter take all measures required to ensure the efficient completion of the Project and the achievement of the objective thereof, based on the conclusions and recommendations of the said report and the World Bank's views on the matter.

**D. Recipient Contributions to Ivorian Office of Parks and Reserves and Project Implementing Entity Budgets**

The Recipient shall transmit to the Ivorian Office of Parks and Reserves and the Project Implementing Entity, no later than March 31 of each year throughout Project implementation, notifications of its annual contributions to the budget of the Ivorian Office of Parks and Reserves in the amount of at least \$1,760,000 equivalent (including at least \$560,000 equivalent for Ivorian Office of Parks and Reserves personnel salaries) and to that of the Project Implementing Entity in the amount of at least \$140,000 equivalent.

## APPENDIX

### Definitions

1. “Anti-Corruption Guidelines” means the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006.
2. “CFA Franc” means the Franc of the Financial Community of Africa, the currency of the Recipient.
3. “Environmental and Social Impact Assessment” means the Recipient’s assessment, dated March 2008, agreed with the World Bank and setting out the potential adverse environmental and social impact of the Project and measures for the offsetting, reduction, or mitigation of such impact, as the same may be modified from time to time with the prior written concurrence of the World Bank, and such term includes any schedules or annexes to said Assessment.
4. “Foundation for the Parks and Reserves of Côte d’Ivoire (*Fondation des Parcs et Réserves de Côte d’Ivoire*)” means the entity, established and operating pursuant to the Recipient’s Law No. 2002-102 of February 11, 2002 and its Receipt of Declaration of Association No. 836/MEMAT/DGAP/DAG/SDVA of December 20, 2004, and which is responsible for long-term fundraising for the Recipient’s national parks.
5. “Ivorian Office of Parks and Reserves (*Office Ivoirien des Parcs et Réserves*)” means the Recipient entity, under the supervisory authority of its ministry at the time responsible for the environment, established and operating pursuant to its Law No. 2002-102 of February 11, 2002 and its Decree No. 2002-359 of July 24, 2002, and which is responsible for management of the Recipient’s parks and reserves.
6. “Operating Costs” means the incremental expenses incurred by the Ivorian Office of Parks and Reserves or the Project Implementing Entity, based on the annual budgets referred to in Section V.B of Schedule 2 to this Agreement as approved by the World Bank, on account of Project implementation, management, and monitoring and evaluation, for utilities and supplies, bank charges, communications, vehicle operation, maintenance, and insurance, office space rental, building and equipment maintenance, public awareness-related media expenses, travel and supervision, and salaries of contractual and temporary staff, but excluding salaries, fees, honoraria, and bonuses of members of the Recipient’s civil service.

7. “Project Implementation Manual” means the Recipient’s manual, referred to in Section I.D.1 of Schedule 2 to this Agreement, agreed with the World Bank and setting out implementation, organizational, administrative, monitoring and evaluation, financial management, disbursement, and procurement arrangements for purposes of Project implementation, as the same may be amended from time to time with the written concurrence of the World Bank, and such term includes any schedules or annexes to said Manual.
  8. “Respective Part of the Project” means, for the Recipient and for the Project Implementing Entity, the part of the Project specified in this Agreement to be carried out by it.
  9. “Resettlement Policy Framework” means the Recipient’s framework, dated June 23, 2008, agreed with the World Bank and setting out arrangements for the resettlement and compensation of persons affected by potential changes in land use associated with activities to be implemented under the Project, as the same may be modified from time to time with the prior written agreement of the World Bank, and such term includes any schedules to said Framework.
  10. “Training” means the training of persons involved in Project-supported activities, based on the annual budgets referred to in Section V.B of Schedule 2 to this Agreement as approved by the World Bank, such term including seminars, workshops, and study tours, and costs associated with such activity include travel and subsistence costs for training participants, costs associated with securing the services of trainers, rental of training facilities, preparation and reproduction of training materials, and other costs directly related to course preparation and implementation.
  11. “Wild Chimpanzee Foundation” means the entity, established and operating pursuant to the laws of Germany and Switzerland, and whose objective is the preservation of as many as possible of the remaining wild chimpanzee populations and their natural habitat throughout their range in Africa.
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