

---

---

SCF-FIP GRANT NUMBER TF0B5533

*Strategic Climate Fund Forest Investment  
Program*

**Grant Agreement**

(Support to Indigenous Peoples and Local Communities for Sustainable Resources  
Management Project)

between

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT  
AND  
INTERNATIONAL DEVELOPMENT ASSOCIATION

acting as an Implementing Entity of the Forest Investment Program under the  
Strategic Climate Fund

and

CIPIVIE CARITAS D'OWANDO

---

---

Official Use

SCF-FIP GRANT NUMBER TF0B5533

**STRATEGIC CLIMATE FUND – FOREST INVESTMENT PROGRAM  
GRANT AGREEMENT**

AGREEMENT dated as of the Signature Date between INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT and INTERNATIONAL DEVELOPMENT ASSOCIATION (collectively, the “Bank”), acting as an implementing entity of the Forest Investment Program (“FIP”) under the Strategic Climate Fund (“SCF”) and CIPVIE-CARITAS D’OWANDO (“Recipient”) and;

WHEREAS the Republic of Congo has been selected as a pilot country to participate in the Dedicated Grant Mechanism for Indigenous Peoples and Local Communities under the FIP (“DGM”) to provide grants to indigenous peoples and local communities intended to enhance their capacity and support initiatives to strengthen their participation in FIP and other REDD+ processes at the local, national and global levels;

WHEREAS, pursuant to consultations with local communities and stakeholders and in accordance with the DGM Framework Operational Guidelines, the National Steering Committee (“NSC”) was selected to oversee the implementation of the DGM in the territory of the Member Country;

WHEREAS, in accordance with the DGM Framework Operational Guidelines, the NSC has selected the Recipient to serve as the National Executing Agency responsible for executing the DGM in the Member Country and serving as the secretariat for the NSC; and

WHEREAS, by a letter dated April 27, 2021, from the Minister of Planning, Statistics, Regional Transportation Integration, Civil Aviation and Merchant Navy of the Member Country to the Bank, the said Minister has endorsed the Recipient as a direct recipient of the Grant funds.

The Recipient and the Bank hereby agree as follows:

**Article I  
Standard Conditions; Definitions**

- 1.01. The Standard Conditions (as defined in the Appendix to this Agreement) apply to and form part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the Standard Conditions or in the Appendix this Agreement.

**Article II  
The Project**

- 2.01. The Recipient declares its commitment to the objectives of the project described in Schedule 1 to this Agreement ("Project"). To this end, the Recipient shall, in collaboration with the NSC, carry out the Project in accordance with the provisions of Article II of the Standard Conditions and Schedule 2 to this Agreement.

**Article III  
The Grant**

- 3.01. The Bank agrees to extend to the Recipient a grant in an amount not to exceed four million five hundred United States Dollars (\$4,500,000) ("Grant") to assist in financing the Project.
- 3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section III of Schedule 2 to this Agreement.
- 3.03. The Grant is funded out of the abovementioned trust fund for which the Bank receives periodic contributions from the donors 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 donors under the abovementioned trust fund, and the Recipient's right to withdraw the Grant proceeds is subject to the availability of such funds.

**Article IV  
Additional Remedies**

- 4.01. The Additional Event of Suspension referred to in Section 4.02(k) of the Standard Conditions consists of the following, namely, that the Recipient's status as National Executing Agency, as per the DGM Framework Operational Guidelines, has been substantially amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Recipient to perform any of its obligations under this Agreement.

**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.
- (b) The Recipient has adopted the Project Implementation Manual in a manner satisfactory to the Bank.

- 5.02. Except as the Recipient and the World Bank shall otherwise agree, this Agreement shall enter into effect on the date upon which the Bank dispatches to the Recipient notice of its acceptance of the evidence required pursuant to Section 5.01 (“Effective Date”). If, before the Effective Date, any event has occurred which would have entitled the Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if this Agreement had been effective, the Bank may postpone the dispatch of the notice referred to in this Section until such event (or events) has (or have) ceased to exist.
- 5.04. This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date ninety (90) days after the date of this Agreement, unless the Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The Bank shall promptly notify the Recipient of such later date.

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

- 5.01. The Recipient’s Representative referred to in Section 7.02 of the Standard Conditions is its Vice President.

- 5.02. For purposes of Section 7.01 of the Standard Conditions:

- (a) the Recipient’s address is:

Consortium CIPIVIE – Caritas d’Owando  
Case J. 055 V – OCH Mougali III  
BP 481  
Brazzaville  
Republic of Congo; and

- (b) the Recipient’s Electronic Address is:

E-mail:

[cipiviecaritas7@gmail.com](mailto:cipiviecaritas7@gmail.com)

5.03. 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:

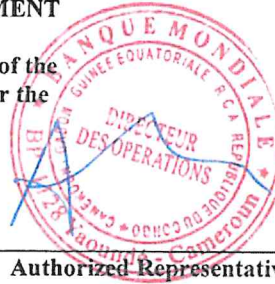
Telex:	Facsimile:
248423 (MCI) or 64145 (MCI)	1-202-477-6391

AGREED as of the Signature Date.

**INTERNATIONAL BANK FOR  
RECONSTRUCTION AND DEVELOPMENT  
INTERNATIONAL DEVELOPMENT  
ASSOCIATION**

acting as an implementing entity of the  
Forest Investment Program under the  
Strategic Climate Fund

By



Authorized Representative

Name: Abdoulaye SECK

Title: Country Director for Republic  
of Congo

Date: September 6, 2021

**CIPIVIE-CARITAS D'OWANDO**

By



Authorized Representative

Name: Roch Borgia OTOUNGOU-NDZA

Title: Vice President International  
CIPIVIE

Date: 6 septembre 2021

## SCHEDULE 1 Project Description

The objectives of the Project are to promote sustainable livelihoods for Indigenous Peoples and local communities and strengthen their capacity to engage in sustainable natural resources management in the REDD+ processes.

The Project consists of the following parts:

### **Part 1. Promotion of IGAS for sustainable management of natural resources**

This activity aims at improving livelihoods of the targeted IPLC communities and enhancing traditional and sustainable natural resource management through:

- 1.1. Promotion of investments in the management of forest landscapes, including:
  - (a) Sustainable management and development of natural forests, and restoration and natural regeneration of degraded or converted forest through the provision of: (i) Subgrants to finance food crops plantations to improve long-term agricultural yields and apiculture; and (ii) training and continuous support to planters in the preparation and maintenance stages of the fields, harvesting, packaging and storage of the produce.
  - (b) Sustainable agricultural practices in the savannahs to enhance and preserve medicinal and aromatic species, and agricultural practices contributing to local agrobiodiversity through the provision of Subgrants to: (i) build and organize the management of nurseries for domestication of medical species and fields of medicinal experimental plants; (ii) procure equipment for the transformation of oils; (iii) carry out training in planting and extracting techniques as well as in product marketing.
- 1.2. Promotion of timber and non-timber forest products through:
  - (a) Promoting, through capacity building activities, the use of traditional knowledge for preserving and improving the quality of the water and soil, including reforestation and application of practices in agroecological plowing as well as indigenous practices in landscape management such as burning, collecting, weeding, and other activities incorporated into seasonal hunting/gathering, soil rejuvenation, specific tree planting for the prevention of soil erosion, cultivation of wild indigenous plants.
  - (b) Promoting: (i) the use of forest that maintains the carbon footprint to a minimum and preserves biodiversity; (ii) the domestication of non-timber forest products for value addition of other resources; and (iii) the reduction of dependency on wood.

- (c) Promoting the forest plantations for the sustainable production of wood energy on community lands and production of improved stoves and briquettes to improve the fuelwood efficiency through: (i) technical assistance to identify and develop efficient, affordable and scalable technologies for charcoal production; (ii) awareness raising and training of local communities and charcoal producers in improved carbonization techniques and the use of higher-performance furnaces; and (iii) construction and purchase of improved charcoal furnaces to incentivize charcoal producers for transformation outside the boundaries of natural forests, hence reducing bushfires and forest degradation linked to charcoal production.
- (d) Supporting the development of the honey sector through: (i) providing beehives to volunteer households; (ii) providing Subgrants to said households for the acquisition of technical equipment for the production and processing of honey, technical capacity building and support for honey promotion and marketing activities for EIG communities; and (iii) promoting the creation females led EIG communities and supporting the existing ones.

**Part 2. Institutional reinforcement**

This activity aims to ensure the sustainable management of forest ecosystems in the Recipient's territory through:

2.1. Capacity Building, including:

Developing a training plan tailored to the needs of communities and organizations supporting the implementation of subprojects that integrates issues related to climate change and techniques to alleviate its negative impacts.

2.2. Mapping of indigenous peoples' territories, including:

Mapping of IP lands to provide support for Indigenous Peoples to secure tenure, manage natural resources, and strengthen their culture and traditions nationwide.

**Part 3. Project management**

3.1. Administrative management through: (a) the provision of Operating Costs at the departmental level, including the NEA for reasonable expenditures directly linked to the day-to-day management of the Project; (b) the acquisition of equipment; and (c) the provision of technical training on Project management for NEA and NSC staff.

3.2. Monitoring and evaluation, including: (a) the establishment of a system for data collection, processing and management; (b) the carrying out of internal and



external audits; and (c) any aspects related to Project's environmental and social safeguards.

AJ

JK

## SCHEDULE 2

### Project Execution

#### Section I. Institutional and Other Arrangements

##### A. Institutional and Other Arrangements

##### 1. Implementation Arrangements

In order to ensure proper and efficient implementation of the Project, the Recipient shall:

- (a) implement the Project under the oversight of, and in close collaboration with, the National Steering Committee, in accordance with the provisions of the DGM Framework Operational Guidelines;
- (b) maintain, throughout the implementation of the Project, staff in adequate numbers with qualifications and experience acceptable to the Bank to be responsible for the overall implementation of the Project, including financial management; and
- (c) not later than three (3) months after the Effective Date, recruit and thereafter maintain at all times during Project implementation, a procurement specialist with terms of reference, qualifications and experience satisfactory to the Bank.

##### 2. National Steering Committee

- (a) The Recipient shall, throughout Project implementation, closely collaborate with the National Steering Committee comprised of: (i) representatives of local communities, acting as decision-making members; (ii) representatives of the Member Country; and (iii) observers from, *inter-alia*, the Member Country, the private sector, MDBs, and other agencies.
- (b) The Recipient shall ensure that, throughout Project implementation, the National Steering Committee remains vested with the responsibilities conferred by the DGM guidelines to: (i) oversee the DGM implementation in the Member Country's territory; (ii) provide together with the Recipient a semi-annual report on the implementation of the Project to the GSC; (iii) select proposals for grant award; (iv) monitor Subprojects' progress; (v) ensure that DGM lessons are transmitted to ongoing national processes; (vi) seek feedback from local communities on the Project; and (vii) represent the Member Country in the GSC.

**B. Project Implementation Manual**

1. The Recipient shall prepare, in accordance with terms of reference acceptable to the Bank, an implementation manual, containing detailed arrangements and procedures for: (i) institutional coordination and day-to-day execution of the Project; (ii) Project budgeting, disbursement and financial management; (iii) procurement; (iv) monitoring, evaluation, reporting and communication; and (v) such other administrative, financial, technical and organizational arrangements and procedures including grievance redress mechanism as shall be required for purposes of implementation of the Project. Such manual shall also include an operational module outlining implementation, organizational, administrative, monitoring, financial management, disbursement, detailed eligibility criteria and procurement arrangements concerning the Subgrants to be provided under Component 1.1 (a) (i) of the Project.
2. The Recipient shall afford the Bank a reasonable opportunity to review such manual and shall thereafter adopt said manual as shall have been approved by the Bank ("Project Implementation Manual").
3. The Recipient shall carry out the Project in accordance with the Project Implementation Manual and shall not amend, abrogate, waive or permit to be amended, abrogated or waived, the aforementioned manual, or any provision thereof, without the prior written consent of the Bank. In case of any conflict between the arrangements and procedures set out in the Project Implementation Manual and the provisions of this Agreement, the provisions of this Agreement shall prevail.

**C. Annual Work Plan and Budget**

1. The Recipient shall, not later than November 30 in each calendar year during Project implementation, prepare, in accordance with terms of reference acceptable to the Bank, and furnish to the Bank, after approval by the National Steering Committee, a work plan of activities proposed for inclusion in the Project for the next calendar year, together with a budget for such activities and a timetable for their implementation.
2. The Recipient shall: (i) afford the Bank a reasonable opportunity to exchange views with the Recipient on such proposed work plan; and thereafter, (ii) carry out such work plan during the period covered by said plan, according to such budget, both as shall have been approved by the Bank ("Annual Work Plan and Budget").
3. Only such activities as shall have been included in the Annual Work Plan and Budget shall be eligible for inclusion in the Project and for financing out of the proceeds of the Grant.

**D. Subprojects**

1. The Recipient shall appraise, approve, monitor and evaluate Subprojects and administer the Subgrants in accordance with the guidelines and procedures set forth in more detail in the Project Implementation Manual.
2. The Recipient shall make available Subgrants to Beneficiaries for Subprojects in accordance with eligibility criteria and procedures acceptable to the Bank, and elaborated in the Project Implementation Manual, which shall include the following:
  - (a) Any proposed Beneficiary shall fulfill the following:
    - (i) the Beneficiary is a household, an EIG, a CEIG or a nursery;
    - (ii) the Beneficiary has been screened by the Recipient and thereafter selected per the criteria as defined in the Project Implementation Manual to receive a Subgrant for a Subproject, in accordance with the provisions of the Project Implementation Manual; and
    - (v) the Beneficiary has no links creating a conflict of interest, as described in the DGM Framework Operational Guidelines.
  - (b) No proposed Subproject shall be eligible for financing under a Subgrant unless:
    - (i) the Recipient shall have determined, on the basis of an appraisal carried out in accordance with guidelines acceptable to the Bank and elaborated in the Project Implementation Manual, that the proposed Subproject meets the eligibility criteria set forth in the Project Implementation Manual;
    - (ii) the proposed Subproject has been nominated by the Recipient and thereafter selected by the NSC to receive a Subgrant, in accordance with the provisions of the Project Implementation Manual; and
    - (iii) the Beneficiary has fulfilled the requirements of any applicable Safeguards Instrument.
  - (c) Notwithstanding the provisions of sub-paragraph (b) immediately above, the following types of activities may not be included in a Subproject and shall not be eligible for financing under a Subgrant:
    - (i) activities carried out in relation to the adjudication of lands under dispute;

As

- (ii) activities adversely affecting local communities, or where communities have not provided their broad support to such activities;
  - (iii) activities restricting access to natural resources from or by the communities, unless evidence is provided demonstrating that these restrictions have been agreed to through FPIC process or transparent and inclusive participatory community decision-making processes which have provided for the identification of measures to mitigate adverse impacts on the most vulnerable members of the community and which lead to broad community support;
  - (iv) activities financing the purchase of pesticides;
  - (v) activities relating to the purchase of land or physical resettlement;
  - (vi) activities that are screened as 'High risk' on the environmental and social screening;
  - (vii) activities that cause negative impacts on the biodiversity or natural forests or that may degrade natural habitats: activities involving conversion, deforestation or degradation or any other alteration of natural forests or natural habitats including, *inter alia*, conversion to agriculture or tree plantations;
  - (viii) activities involving the removal or alteration of any physical cultural property (includes sites having archeological, paleontological, historical, religious, or unique natural values);
  - (ix) commercializing of illegal timber or timber products;
  - (x) financing of elections or election campaigning; or
  - (xi) purchase of arms or ammunitions.
3. The Recipient shall provide each Subgrant under an agreement ("Subgrant Agreement") with the respective Beneficiary, on terms and conditions approved by the Bank and further elaborated in the Project Implementation Manual, which shall include the following:
- (a) The Subgrant shall, subject to the provisions of subparagraph (b)(i) immediately below, be made on a non-reimbursable grant basis.
  - (b) The Recipient shall obtain rights adequate to protect its interests and those of the World Bank and the NSC, including the right to:

- (i) suspend or terminate the right of the Beneficiary to use the proceeds of the Subgrant, or obtain a refund of all or any part of the amount of the Subgrant then withdrawn, upon the Beneficiary's failure to perform any of its obligations under the Subgrant Agreement; and
- (ii) require each Beneficiary to:
  - (A) carry out its Subproject with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the Bank, including in accordance with the provisions of the Safeguards Instruments, and the provisions of the Anti-Corruption Guidelines applicable to recipients of grant proceeds other than the Recipient;
  - (B) provide, promptly as needed, the resources required for the purpose;
  - (C) procure, when applicable, the goods, works and services to be financed out of the Subgrant in accordance with the provisions of this Agreement;
  - (D) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Bank, the progress of the Subproject and the achievement of its objectives;
  - (E) (1) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Bank, both in a manner adequate to reflect its operations, including the operations, resources and expenditures related to the Subproject; and (2) at the Recipient's, or the Bank's request, have such financial statements audited by independent auditors acceptable to the Bank, in accordance with consistently applied auditing standards acceptable to the Bank, and promptly furnish the statements as so audited to the Recipient and the Bank;
  - (F) enable the Recipient and the Bank to inspect the Subproject, its operation and any relevant records and documents; and

(G) prepare and furnish to the Recipient and the Bank all such information as the Recipient or the Bank shall reasonably request relating to the foregoing.

3. The Recipient shall exercise its rights under each Subgrant Agreement in such a manner as to protect the interests of the Recipient, the Bank, and the NSC, and to accomplish the purposes of the Grant. Except as the Bank shall otherwise agree in writing, the Recipient shall not assign, amend, abrogate or waive any Subgrant Agreement or any of its provisions.

**E. Environmental and Social Standards**

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

interfere or threaten to interfere with the implementation of the ESCP; and  
(iii) corrective and preventive measures taken or required to be taken to address such conditions; and

(b) the Bank is promptly notified 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 in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.

5. The Recipient shall 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.

6. The Recipient shall ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors to: (a) comply with the relevant aspects of ESCP and the environmental and social instruments referred to therein; and (b) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing measures to address environmental, social, health and safety risks, and the risks of sexual exploitation and abuse, sexual harassment and violence against children, all as applicable to such civil works commissioned or carried out pursuant to said contracts.

**D. Grievance Mechanism**

The Recipient shall maintain and publicize the availability of a grievance mechanism, in form and substance satisfactory to the Bank, to hear and determine fairly and in good faith all complaints raised in relation to the Project and take all measures necessary to implement the determinations made by such mechanism in a manner satisfactory to the Bank.

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

**A. 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.

**B. 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 quarter, covering the calendar quarter.

**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.

<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, works, non-consulting services, consulting services, Operating Costs and Training under the Project, except for Part 1.1 (a)(i), 1.1 (b) and Part 1.2 (d)(ii)	1,995,000	100%
(2) Subgrant under Part 1.1 (a)(i), 1.1 (b) and Part 1.2 (d)(ii)	2,505,000	100%
<b>TOTAL AMOUNT</b>	4,500,000	

**B. Withdrawal Conditions; Withdrawal Period**

1. Notwithstanding the provisions of Part A of this Section no withdrawal shall be made for payments made prior to the Signature Date.
2. The Closing Date is March 31, 2026.

## APPENDIX

### Section I. Definitions

1. “Annual Work Plan and Budget” means the work plan and budget approved by the World Bank and adopted by the Recipient in accordance with the provisions of Section I.C of Schedule 2 to this Agreement, as said work plan and budget may be modified from time to time with the prior written agreement of the Bank.
2. “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.
3. “Beneficiary” means a household, an EIG, an CEIG or a nursery that has met the eligibility criteria set forth in Section I.D.2 of Schedule 2 to this Agreement and the Project Implementation Manual, and to which the Recipient has made or proposes to make a Subgrant for a Subproject; and “Beneficiaries” means more than one Beneficiary.
4. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
5. “CEIG” means an EIG community established in the Recipient’s territory.
6. “DGM Congo” means the Dedicated Grant Mechanism for Indigenous Peoples and local communities under the FIP.
7. “DGM Framework Operational Guidelines” means the guidelines, dated September 12, 2013, as published in the following website: <https://www.climateinvestmentfunds.org/cif/sites/climateinvestmentfunds.org/files/13-09-12DGMGuidelines-website.pdf>.
8. “EIG” means an economic interest group established in the Recipient’s territory.
9. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated October 20, 2020 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.

10. "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.
11. "FIP Design Document" is the design document for the Forest Investment Program, approved by the Strategic Climate Fund Trust Fund Committee and issued on July 7, 2009, and as said design may be amended from time to time in accordance with its terms.
12. "Forest Investment Program" or "FIP" means the program established under the Strategic Climate Fund in accordance with the Governance Framework for the Strategic Climate Fund for the purposes set forth in the FIP Design Document.
13. "GSC" means the Global Steering Committee.
14. "IGA" means income generating activities.
15. "IPLC" means the indigenous peoples and local communities.
16. "MDB" means multilateral development bank.
17. "National Executing Agency" or "NEA" means CIPIVIE-CARITAS D'OWANDO.
18. "National Steering Committee" or "NSC" means the national steering committee referred to in Section I.A.2 of Schedule 2 to this Agreement, responsible for, *inter alia*, overseeing the implementation of the DGM in the Member Country.
19. "Operating Costs" means the reasonable expenses, as shall have been approved by the Bank, incurred by the Recipient during Project implementation and includes incremental staff cost, office supplies, operation and maintenance of vehicles, maintenance of equipment, communication, rental, utilities, consumables, transport, accommodation, and travel costs and *per diem*.

20. "Procurement Regulations" means, for purposes of paragraph 20 of the Appendix to the Standard Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated July 2016, revised November 2017, August 2018, and November 2020.
21. "Project Implementation Manual" means the manual to be prepared by the Recipient as referred to in Section I.B.2 of Schedule 2 to this Agreement.
22. "REDD" means reducing emissions from deforestation and forest degradation, a mechanism that uses financial incentives to reduce the emission of greenhouse gases from deforestation and forest degradation in a measurable and verifiable way.
23. "REDD+" means the expanded scope of REDD beyond deforestation and degradation to include forest restoration, rehabilitation, sustainable management and reforestation.
24. "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.
25. "Standard Conditions" means the "International Bank for Reconstruction and Development and International Development Association Standard Conditions for Grant Financing Made by the Bank out of Trust Funds", dated February 25, 2019, with the modifications set forth in Section II of this Appendix.
26. "Subgrants" means a grant made or proposed to be made by the Recipient out of the proceeds of the Grant to an eligible Beneficiary to finance a Subproject, in accordance with the provisions of Section I.D of Schedule 2 to this Agreement and as further detailed in the Project Implementation Manual; and "Subgrants" means more than one such Subgrant.
27. "Subgrant Agreement" means an agreement entered, or to be entered, into between the Recipient and a Beneficiary, in accordance with the provisions of Section I.D.3 of Schedule 2 to this Agreement and the Project Implementation Manual, providing for a Subgrant; and "Subgrant Agreements" means more than one such agreement.
28. "Subproject" means a set of activities to be carried out under Part 1.1 (a) (i), 1.1 (b) and Part 1.2 (d) (ii) of the Project in accordance with the requirements of the Project Implementation Manual; and "Subprojects" means more than one such Subproject.
29. "Training" means the reasonable costs, as shall have been approved by the Bank, for expenses incurred on account of Project preparation and coordination

consisting of: local training and workshops conducted under the Project, including tuition, travel and subsistence costs for training and workshop participants, costs associated with securing the services of trainers and workshop speakers, rental of training and workshop facilities; preparation and reproduction of training and workshop materials, and other costs directly related to training course and workshop preparation and implementation (but excluding goods and consultants' services).

## Section II. Modifications to the Standard Conditions

The Standard Conditions are modified as follows:

1. Paragraph 17 of the Appendix (Definitions) is modified to read as follows:

“17. “Member Country” means a member of the Bank in whose territory the Project is carried out or any of such member’s political or administrative subdivisions and refers separately to each such member.”
4. Section 3.07 is modified to read as follows:

“Section 3.07. *Financing Taxes*

(a) The Grant Agreement may specify that the proceeds of the Grant may not be withdrawn to pay for Taxes levied by, or in the territory of, a Member Country on or in respect of Eligible Expenditures, or on their importation, manufacture, procurement or supply. In such case, if the amount of any such Taxes decreases or increases, the Bank may, by notice to the Recipient, adjust the percentage of such Eligible Expenditures to be financed out of the proceeds of the Grant specified in the Grant Agreement, as required to ensure consistency with such limitation on withdrawals.”
5. Section 4.02 is amended as follows:
  - (i) Paragraph (a) is amended to read as follows:

“(a) *Interference*. If the Grant has been made to a Recipient which is not the Member Country, a Member Country has: (i) taken or permitted to be taken any action which would prevent or interfere with the execution of the Project or the performance by the Recipient of its obligations under the Grant Agreement; or (ii) failed to afford a reasonable opportunity for representatives of the Bank to visit any part of its territory for purposes related to the Grant or the Project.”
  - (ii) Paragraphs (c) and (d) are amended to read as follows:

“(c) *Fraud and Corruption*. At any time, the Bank determines that any representative of the Recipient (or any Member Country, if the Recipient is not the Member Country, or any other recipient of any of the proceeds of the Grant) has engaged in corrupt, fraudulent, coercive or collusive practices in connection with the use of the proceeds of the Grant, without the Recipient (or any such Member Country or any other such recipient) having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur.

(d) *Cross Suspension*. IBRD or IDA has suspended in whole or in part the right of the Recipient (or of any Member Country, if the Recipient is not the Member Country) to make withdrawals under any agreement with IBRD or with

IDA because of a failure by the Recipient (or by any such Member Country) to perform any of its obligations under such agreement or any other agreement with IBRD or IDA.”

(iii) Paragraph (h) is amended to read as follows:

“(h) *Membership*. A Member Country: (i) has been suspended from membership in or ceased to be a member of IBRD or of IDA; or (ii) has ceased to be a member of the International Monetary Fund.”

(iv) The first sentence of paragraph (i) is amended to read as follows:

“(i) *Condition of Recipient*. If the Grant has been made to a Recipient which is not a Member Country.”

(v) Paragraph (j) is amended to read as follows:

“(j) *Ineligibility*. IBRD or IDA has declared the Recipient (other than a Member Country) 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, as a result of: (i) a determination by IBRD or IDA that the Recipient 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; and/or (ii) a declaration by another financier that the Recipient is ineligible to receive proceeds of any financing made by such financier or otherwise to participate in the preparation or implementation of any project financed in whole or in part by such financier as a result of a determination by such financier that the Recipient has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of any financing made by such financier.”

6. Paragraph (c) of Section 4.03 is modified to read as follows:

“(c) *Fraud and Corruption*. At any time, the Bank determines, with respect to any amount of the proceeds of the Grant, that corrupt, fraudulent, collusive or coercive practices were engaged in by representatives of the Recipient (or any Member Country, if the Recipient is not a Member Country, or any other recipient of the proceeds of the Grant), without the Recipient (or any such Member Country or other recipient of the proceeds of the Grant) having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur.”

7. Paragraph (a)(ii) of Section 4.05 is modified to read as follows:

“(ii) (A) engaging in corrupt, fraudulent, collusive or coercive practices in connection with the use of such amount, or (B) use of such amount to finance a contract during the procurement or execution of which such practices were



engaged in by representatives of the Recipient (or any Member Country, if the Recipient is not a Member Country, or other recipient of such amount of the Grant), in either case without the Recipient (or any such Member Country, or other such recipient) having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur.”

8. Paragraph (j) of Section 5.03 is modified to read as follows:

“(j) If, within thirty days after counterparts of the award have been delivered to the parties, the award has not been complied with, any party may: (i) enter judgment upon, or institute a proceeding to enforce, the award in any court of competent jurisdiction against any other party; (ii) enforce such judgment by execution; or (iii) pursue any other appropriate remedy against such other party for the enforcement of the award and the provisions of the Grant Agreement. Notwithstanding the foregoing, if the Recipient is the Member Country, this Section shall not authorize any entry of judgment or enforcement of the award against the Recipient except as such procedure may be available otherwise than by reason of the provisions of this Section.”