Financing Agreement

(Cambodia Sustainable Landscape and Ecotourism Project)

between

KINGDOM OF CAMBODIA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION
FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between KINGDOM OF CAMBODIA ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association").

The Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

1.01. The General 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 General Conditions or in the Appendix to this Agreement.

ARTICLE II — FINANCING

2.01. The Association agrees to extend to the Recipient a credit, which is deemed as Concessional Financing for purposes of the General Conditions, in an amount equivalent to thirty-six million five hundred thousand Special Drawing Rights (SDR 36,500,000) ("Credit"), to assist in financing the project described in Schedule 1 to this Agreement ("Project").

2.02. The Recipient may withdraw the proceeds of the Credit in accordance with Section III of Schedule 2 to this Agreement.

2.03. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Credit Balance.

2.04. The Service Charge is three-fourths of one percent (3/4 of 1%) per annum on the Withdrawn Credit Balance.

2.05. The Payment Dates are April 15 and October 15 in each year.

2.06. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.

2.07. The Payment Currency is Dollar.
ARTICLE III — PROJECT

3.01. The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall carry out the Project in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

ARTICLE IV — EFFECTIVENESS; TERMINATION

4.01. The Effectiveness Deadline is the date ninety (90) days after the Signature Date.

4.02. For purposes of Section 10.05 (b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty (20) years after the Signature Date.

ARTICLE V — REPRESENTATIVE; ADDRESSES

5.01. The Recipient’s Representative is its Minister at the time responsible for finance.

5.02. For purposes of Section 11.01 of the General Conditions:

(a) the Recipient’s address is:

Ministry of Economy and Finance
Street 92
Sangkat Wat Phnom, Khan Daun Penh
Phnom Penh
Kingdom of Cambodia

(b) the Recipient’s Electronic Address is:

Facsimile: E-mail:
(855-23) 725-341 thirong_pen@mef.gov.kh
(855-23) 427-798

5.03. For purposes of Section 11.01 of the General Conditions:

(a) The Association’s address is:

International Development Association
1818 H Street, N.W.
Washington, D.C. 20433
United States of America; and
(b) the Association’s Electronic Address is:

Telex: 248423 (MCI)  
Facsimile: 1-202-477-6391  
E-mail: cambodia@worldbank.org

AGREED as of the Signature Date.

KINGDOM OF

By

Authorized Representative

Name: AUN PORN MONIROTH, Ph.D
Title: DEPUTY PRIME MINISTER AND MINISTER
Date: AUGUST 16, 2019

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Authorized Representative

Name: INGUMA DOKRAJA
Title: COUNTRY MANAGER
Date: AUGUST 16, 2019
SCHEDULE 1

Project Description

The objective of the Project is to improve protected areas (PAs) management, and to promote ecotourism opportunities and non-timber forest product (NTFP) value chains in the Cardamom Mountain-Tonle Sap landscape.

The Project consists of the following parts:

Part 1. Strengthen Capacity for PAs Landscape Planning and Management

1.1. Information Systems and Decision Support

Providing support for: (a) the development and implementation of an information system and decision support platform; and (b) enhancing capacity of MOE and relevant stakeholders in operating, managing and using the said platform.

1.2. PAs Landscape Planning, Management and Enforcement

Carrying out a program of activities to:

(a) improve PAs planning and management through: enhancing the guidelines for PAs zoning, and developing CPAs management plans; supporting zoning of selected types of PAs; developing PA management plans; undertaking boundary demarcation and land registration in the prioritized PAs; and enhancing the capacity of MOE and relevant stakeholders in the development, implementation and monitoring of PAs and CPAs management plans;

(b) develop and implement a PA enforcement framework through: providing technical support for the development of an overall law enforcement strategy and accompanying toolkit guiding the implementation arrangements for the said framework; providing equipment for forest patrolling and monitoring; rehabilitating ranger centers; and enhancing the capacity of MOE and relevant stakeholders in forest monitoring; and

(c) support sustainable finance and revenue management for the PAs through: providing technical assistance in assessment of practices and financial models on fee collection, designing an integrated financial management system for an environmental and social fund; enhancing capacities at national and sub-national levels in fee collection and management of benefit sharing.
Part 2. Strengthen Opportunities for Ecotourism and NTFP Value Chains

2.1. *Strengthen Opportunities for Ecotourism Development*

Carrying out a program of activities in selected PAs to:

(a) improve enabling environment for ecotourism, including: developing modalities of, and finalizing policy guidelines for ecotourism management; implementing the said guidelines in selected ecotourism sites; and providing technical assistance and training on business development services for enterprises and community groups operating in ecotourism and NTFP value chains; and

(b) establish and/or rehabilitate selected ecotourism infrastructures, including parking areas, food stalls, solid waste management systems, visitor information centers, walking trails, in selected ecotourism hubs in selected provinces within CMTS.

2.2. *Promotion of NTFP Value Chains*

Providing: (a) technical assistance in policy assessment, policy reforms prioritization, and in-depth analysis for selected NTFP value chains; and (b) small-scale investments in sustainable harvesting, cultivation, processing and marketing of NTFPs.

Part 3. Improve Access and Connectivity

Carrying out civil works to improve road access in CMTS, including: upgrading and rehabilitation of selected rural roads, road signages, and small-scale sanitation infrastructures; and enhancing resilience of road structures in selected areas.

Part 4. Project Management, Coordination, Monitoring and Evaluation

Carrying out day-to-day implementation, coordination, and management of Project activities including: (a) planning and execution, financial management, procurement, environmental and social safeguards management, and monitoring, reporting and evaluation; and (b) internal and external audits for the Project.

Part 5. Contingent Emergency Response

Provision of immediate response to an Eligible Crisis or Emergency, as needed.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. For the purpose of ensuring the efficient and effective implementation of the Project, the Recipient shall maintain, throughout the period of implementation of the Project, project implementation structures with composition, functions, staffing and resources satisfactory to the Association and set out in the Project Implementation Manual.

2. Without limitation to foregoing, the Recipient shall:

(a) establish, not later than one (1) month after the Effective Date, and thereafter maintain a Project Steering Committee, chaired by MOE and including representatives from MOE, MRD, and MEF and other relevant ministries and agencies involved in the implementation of the Project, which shall be responsible, inter alia, for: (i) endorsing the draft Annual Work Plans and Budgets for the Project; (ii) reviewing the progress of the Project and providing strategic guidance on its implementation and the achievement of its objectives; and (iii) facilitating coordination of Project activities;

(b) establish, not later than one (1) month after the Effective Date, and thereafter maintain, a Project Implementation Team within MOE, to be responsible, inter alia, for: (i) overall Project coordination and consolidation of Project Reports; and (ii) for carrying out MOE’s Respective Part of the Project’s: day-to-day implementation and management, preparation of relevant Annual Work Plans and Budgets and procurement plan(s), monitoring and evaluation, and management of relevant environmental and social safeguards with the oversight of the IRC / MEF on any resettlement matters;

(c) establish, not later than one (1) month after the Effective Date, and thereafter maintain, a Project Implementation Team within MRD, to be responsible, inter alia, for carrying out MRD’s Respective Part of the Project’s: day-to-day implementation and management, preparation of relevant Annual Work Plans and Budgets and procurement plan(s), monitoring and evaluation, and management of relevant environmental and social safeguards with the oversight of the IRC / MEF on any resettlement matters.
B. Project Implementation Manual

The Recipient shall ensure that the Project is carried out in accordance with the arrangements and procedures set out in the Project Implementation Manual (provided, however, that in the event 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) and shall not amend, abrogate or waive any provision of Project Implementation Manual unless the Association has provided its prior approval thereof in writing.

C. Annual Work Plans and Budgets

1. The Recipient shall prepare and furnish to the Association for its no-objection not later than November 30 of each fiscal year during the implementation of the Project (or such later date as the Association may agree), an Annual Work Plan and Budget ("AWPB") for the Project as approved by the MEF, containing relevant Project activities and expenditures proposed to be included in the Project in the following fiscal year, including a specification of the sources of financing, including: (i) the Recipient's funds required for undertaking land registration in the prioritized PAs under Part 1 of the Project, and (ii) the Credit and any other resources of funding for relevant expenditures, and environmental and social safeguard measures taken or planned to be taken in accordance with the provisions of Part D of this Schedule.

2. The Recipient shall ensure that the Project is implemented in accordance with the AWPB accepted by the Association for the respective fiscal year; provided, however, that in the event of any conflict between the AWPB and the provisions of this Agreement, the provisions of this Agreement shall prevail.

3. The Recipient shall not make or allow to be made any change to the AWPB without prior no-objection in writing by the Association.

D. Safeguards

1. The Recipient shall ensure that:

   (a) the Project is carried out with due regard to appropriate health, safety, social, and environmental standards and practices, and in accordance with the Safeguards Instruments;

   (b) for each activity under the Project for which the Environmental and Social Management Framework ("ESMF") and the Resettlement Policy Framework ("RPF") provide for the preparation of a site specific Environmental and Social Impact Assessment ("ESIA"), and/or Environmental and Social Management Plan ("ESMP") or Environmental
Codes of Practices ("ECOPs"), and a site-specific Resettlement Action Plan ("RAP"):

(i) proceed to have such ESIA, and/or ESMP/ECOPs and RAP as appropriate: (A) prepared and disclosed in accordance with the ESMF and the RPF, respectively; (B) consulted upon adequately with people affected by the Project as per the ESMF and the RPF, respectively, and submitted to the Association for review and approval; and (C) thereafter adopted, prior to implementation of the activity; and

(ii) take such measures as shall be necessary or appropriate to ensure compliance with the requirements of such ESIA, and/or ESMP/ECOPs and RAP in a manner satisfactory to the Association;

(c) all measures are taken to implement the RAPs in a manner and timeframe satisfactory to the Association. To this end, the Recipient shall ensure that:

(i) funds are made available to cover all the costs of implementing the RAPs;

(ii) prior to carrying out activities which involve displacement, Affected Persons shall be compensated at full replacement cost, resettled and provided with assistance in accordance with the RAPs, as applicable; and

(iii) the implementation, monitoring and evaluation of such RAPs is completed and reported in a manner satisfactory to the Association.

(d) for each activity under the Project for which the indigenous peoples planning framework (IPPF) provides for the preparation of an Indigenous Peoples Plan (IPP), the Recipient shall: (a) prior to the carrying out of any said activity, prepare and/or cause to be prepared and furnish to the Association, an IPP, in accordance with the IPPF and satisfactory to the Association; and (b) thereafter, adopt and implement, and/or cause to be adopted and implemented, said IPP in accordance with its terms and in a manner satisfactory to the Association.

2. The Recipient shall ensure that: (a) all consultancies related to technical assistance, design and capacity building under the Project, the application of whose results could have environmental, social and health and safety implications, shall only be undertaken pursuant to terms of reference reviewed and found satisfactory by the Association; and (b) such terms of reference shall require the technical assistance,
design and capacity building activities to take into account the requirements of the Safeguards Policies and the EHS Guidelines.

3. Except as the Association shall otherwise agree in writing, the Recipient shall ensure that none of the provisions of the Safeguard Instruments be abrogated, amended, repealed, suspended or waived. In case of any inconsistencies between the provisions of any of the Safeguard Instruments and the provisions of this Agreement, the provisions of this Agreement shall prevail.

4. Without limitation upon its other reporting obligations under this Agreement, the Recipient shall:

(a) take all measures necessary on its part to regularly collect, compile, and submit to the Association, as part of the Project Reports, and promptly in a separate report whenever the Association may require, information on the status of compliance with the Safeguards Instruments, all such reports in form and substance acceptable to the Association, setting out, inter alia: (i) the status of implementation of the Safeguards Instruments; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the Safeguards Instruments; and (iii) corrective and preventive measures taken or required to be taken to address such conditions;

(b) promptly furnish to the Association a copy of each progress report prepared and submitted by any entity (including any engineer) supervising the Project’s civil works, the Project’s contractors and/or subcontractors; and

(c) promptly notify the Association 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.

5. The Recipient shall ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors, subcontractors and supervising entities to: (a) comply with the relevant aspects of Safeguard Instruments; (b) adopt and implement measures to assess and manage the risks and impacts of labor influx and workers’ camps; (c) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing measures on environmental, social, health and safety, gender-based violence and violence against children; all as applicable to such civil works commissioned or carried out pursuant to said contracts.

6. The Recipient shall maintain, throughout Project implementation, and publicize the availability of a grievance mechanism, in form and substance satisfactory to
the Association, 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 Association.

E. Contingent Emergency Response

1. In order to ensure the proper implementation of contingent emergency response activities under Part 5 of the Project (Emergency Response Part), the Recipient shall:

   (a) prepare and furnish to the Association for its review and approval, an Emergency Response Manual ("ERM") which shall set forth detailed implementation arrangements for the Emergency Response Part, including: (i) any special institutional arrangements for coordinating and implementing the Emergency Response Part; (ii) specific activities which may be included in the Emergency Response Part, Eligible Expenditures required therefor ("Emergency Expenditures"), and any procedures for such inclusion; (iii) financial management arrangements for the Emergency Response Part; (iv) procurement methods and procedures for the Emergency Response Part; (v) documentation required for withdrawals of Emergency Expenditures; (vi) application of the Safeguard Instruments and any other relevant safeguard instruments to the Emergency Response Part; and (vii) any other arrangements necessary to ensure proper coordination and implementation of the Emergency Response Part;

   (b) afford the Association a reasonable opportunity to review the proposed ERM;

   (c) promptly adopt the ERM for the Emergency Response Part as accepted by the Association;

   (d) ensure that the Emergency Response Part is carried out in accordance with the ERM; provided, however, that in the event of any inconsistency between the provisions of the ERM and this Agreement, the provisions of this Agreement shall prevail; and

   (e) not amend, suspend, abrogate, repeal or waive any provision of the ERM without the prior written approval by the Association.

2. The Recipient shall undertake no activities under the Emergency Response Part unless and until the following conditions have been met in respect of said activities:
(a) the Recipient has determined that an Eligible Crisis or Emergency has occurred, has furnished to the Association a request to include said activities in the Emergency Response Part in order to respond to said Eligible Crisis or Emergency, and the Association has agreed with such determination, accepted said request and notified the Recipient thereof; and

(b) the Recipient has ensured the preparation and disclosure of all safeguard instruments as may be required for said activities in accordance with the ERM, the Association has approved all said instruments, and the Recipient has ensured the implementation of any actions which are required to be taken under said instruments.

Section II.  Project Monitoring, Reporting and Evaluation

A.  Project Reports

The Recipient shall furnish to the Association each Project Report not later than forty-five (45) days after the end of each calendar semester, covering the calendar semester.

B.  Mid-term Review

The Recipient shall: (a) on or about the date thirty-six (36) months after the Effective Date, prepare and furnish to the Association a mid-term report, in such detail as the Association shall reasonably request, documenting progress achieved in the carrying out of the Project during the period preceding the date of such report, taking into account the monitoring and evaluation activities performed pursuant to this Part A, and setting out the measures recommended to ensure the continued efficient carrying out of the Project and the achievement of its objectives during the period following such date; and (b) review with the Association such mid-term report, on or about the date forty-five (45) days after its submission, and thereafter take all measures required to ensure the continued efficient implementation of the Project and the achievement of its objectives, based on the conclusions and recommendations of the mid-term report and the Association’s views on the matter.

Section III.  Withdrawal of the Proceeds of the Credit

A.  General

Without limitation upon the provisions of Article II of the General Conditions and in accordance with the Disbursement and Financial Information Letter, the Recipient may withdraw the proceeds of the Credit to finance Eligible
Expenditures in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Credit Allocated (expressed in SDR)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, works, non-consulting services, consulting services, Training, and Operating Costs, excluding costs associated with undertaking land registration in the prioritized PAs under Part 1 of the Project, under MOE's Respective Part of the Project</td>
<td>18,350,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Goods, works, non-consulting services, consulting services, Training, and Operating Costs under MRD's Respective Part of the Project</td>
<td>18,150,000</td>
<td>100%</td>
</tr>
<tr>
<td>(3) Emergency Expenditures under Part 5 of the Project</td>
<td>0</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>36,500,000</td>
<td></td>
</tr>
</tbody>
</table>

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made:

(a) for payments made prior to the Signature Date; or
(b) for Emergency Expenditures under Category (3), unless and until the Association is satisfied, and notified the Recipient of its satisfaction, that all of the following conditions have been met in respect of said expenditures:

(i) the Recipient has determined that an Eligible Crisis or Emergency has occurred, has furnished to the Association a request to include the proposed activities in the Emergency Response Part in order to respond to said crisis or emergency, and the Association has agreed with such determination, accepted said request and notified the Recipient thereof;

(ii) the Recipient has ensured that all safeguard instruments required for said activities have been prepared and disclosed, and the Recipient has ensured that any actions which are required to be taken under said instruments have been implemented, all in accordance with the provisions of Sections I.D and I.E of this Schedule;

(iii) the entities in charge of coordinating and implementing the Emergency Response Part have adequate staff and resources, in accordance with the provisions of Section I.E of this Schedule, for the purposes of said activities; and

(iv) the Recipient has adopted the ERM, in form and substance acceptable to the Association, and the provisions of the ERM remain - or have been updated in accordance with the provisions of Section I.E of this Schedule so as to be - appropriate for the inclusion and implementation of the Emergency Response Part.

2. The Closing Date is December 31, 2025.
SCHEDULE 3
Repayment Schedule

<table>
<thead>
<tr>
<th>Date Payment Due</th>
<th>Principal Amount of the Credit repayable (expressed as a percentage)*</th>
</tr>
</thead>
<tbody>
<tr>
<td>On each April 15 and October 15, commencing October 15, 2025 to and including April 15, 2057</td>
<td>1.5625%</td>
</tr>
</tbody>
</table>

* The percentages represent the percentage of the principal amount of the Credit to be repaid, except as the Association may otherwise specify pursuant to Section 3.05 (b) of the General Conditions.
APPENDIX

Definitions

1. “Affected Person” means a person or entity who, on account of the execution of the Project, has experienced or would experience direct economic and social impacts caused by: (i) the involuntary taking of land resulting in: (A) relocation or loss of shelter; (B) loss of assets or access to assets; or (C) loss of income sources or means of livelihood, whether or not such person must move to another location; or (ii) the involuntary restriction of access to legally designated parks and protected areas, resulting in adverse impacts on the livelihood of such person; and “Affected Persons” means more than one such Affected Person.

2. “Annual Work Plan and Budget” and the acronym “AWPB” each means the plan and budget referred to in Section I.C of Schedule 2 to this Agreement; as said plan may be modified from time to time with the prior written no-objection of the Association.

3. “Anti-Corruption Guidelines” means, for purposes of paragraph 5 of the Appendix to the General 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. “Cardamom Mountain-Tonle Sap” or “CMTS” means a landscape area located in the provinces of Pursat, Koh Kong, Battambang, Kampong Speu, Kampong Chhnang, Siem Reap and Kampong Thom within the Recipient’s territory.

5. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.

6. “Community Protected Area” or “CPA” means a particular part of a Protected Area used and managed by communities residing within or adjacent to the said Protected Area in accordance with the Recipient’s Protected Area Law Number. NS/RKM/0208/007 dated February 15, 2008; and “Community Protected Areas” or “CPAs” means more than one Community Protected Area.


8. “Eligible Crisis or Emergency” means an event that has caused, or is likely to imminently cause, a major adverse economic and/or social impact to the Recipient, associated with a natural or man-made crisis or disaster.

10. "Emergency Response Manual" or "ERM" means the plan referred to in Section I.E.1(a) of Schedule 2 to this Agreement, to be adopted by the Recipient for the Emergency Response Part in accordance with the provisions of said Section.

11. "Emergency Response Part" means a specific activity or activities to be carried out in the event of an Eligible Crisis or Emergency under Part 5 of the Project.

12. "Environmental and Social Impact Assessment" or "ESIA" means (i) any environmental and social impact assessment to be prepared for civil works to be carried out for any activity under the Project; and (ii) any site-specific environmental and social impact assessment to be prepared pursuant to the ESMF for a Project activity in each case describing a set of mitigation, enhancement, monitoring, and institutional measures to be taken during implementation of the said activity to avoid, minimize and mitigate adverse environmental and social impacts, offset them, or reduce them to acceptable levels, or to enhance positive impacts; as said environmental impact and social assessments (a) are satisfactory to the Association, (b) have been published by the Recipient, (c) have been published on the Association's website, and (d) may be amended and/or supplemented from time to time with the prior written agreement of the Association. "ESIAs" means, collectively, all such ESIA.

13. "Environmental and Social Management Framework" or "ESMF" means, environmental and social management framework prepared and adopted by the Recipient, satisfactory to the Association, dated February 01, 2019 disclosed in-country, and the Association's website on February 13, 2019 setting out the principles, rules, guidelines and procedures to screen and assess the potential adverse environmental and social risks and impacts (including health and safety issues) of Project activities, including the risks of gender-based violence and sexual exploitation and abuse, adopt measures to avoid, reduce, mitigate or offset environmental and social adverse risks and impacts, including measures that endeavor to prevent and respond to gender-based violence and sexual exploitation and abuse], procedural, budget and institutional arrangements and actions needed to implement these measures, and information on the agency or agencies responsible for addressing the Project's risks and impacts; as well as for the preparation of environmental and social management plans, as such framework may be amended by the Recipient from time to time, with the prior written agreement of the Association.

14. "Environmental and Social Management Plan" or "ESMP" means the instrument to be prepared for any activity under the Project, as applicable in accordance with the procedures and requirements under the ESMF, satisfactory to the Association,
which details (a) the measures to be taken during the implementation and operation of the said activity to avoid, minimize, mitigate or offset adverse environmental and social impacts (including health and safety issues), or to reduce them to acceptable levels; and (b) the actions needed to implement these measures, as said instrument may be amended from time to time with the Association’s prior written agreement; and “ESMPs” means, collectively, all such ESMP.

15. "Environmental Codes of Practices" or ECOPs” means, collectively the code included in the ESMF and any additional code prepared in accordance with the ESMF; all setting out measures and procedures to avoid, minimize and/or mitigate any adverse environmental, social, health and safety impacts that may result from the implementation of the Project.


17. “IRC” means the Recipient’s Inter-Ministerial Resettlement Committee, and any successor thereto.

18. “Indigenous Peoples Plan” or “IPP” means any indigenous peoples plan to be prepared by the Recipient for any activity under the Project in accordance with the IPPF pursuant to Section I.D of Schedule 2 to this Agreement, in form and substance satisfactory to the Association, which includes the principles, procedures, organizational arrangements and budget to implement indigenous peoples related activities under the Project, or under parts of the Project, as said indigenous peoples plan may be revised from time to time with the prior written agreement of the Association.

19. “Indigenous Peoples Planning Framework” or “IPPF” means the indigenous peoples planning framework prepared and adopted by the Recipient satisfactory to the Association, and disclosed on the Association’s website on January 30, 2019, which sets out the principles, organizational arrangements (including consultation, budget and disclosure), and design criteria to be applied to any activity under the Project which affect indigenous peoples, including the preparation of indigenous peoples plans, as such framework may be amended from time to time with the prior written agreement of the Association.

20. “MEF” means the Recipient’s Ministry of Economy and Finance, or any successor thereto.


22. “MRD” means the Recipient’s Ministry of Rural Development, or any successor thereto.
23. "NTFP" means non-timber forest products.

24. "Operating Costs" means the reasonable costs of goods and non-consulting services required for the day-to-day coordination, administration and supervision of Project activities, including leasing and/or routine repair and maintenance of vehicles, equipment, facilities and office premises, fuel, office supplies, utilities, consumables, communication expenses (including postage, telephone and internet costs), transportation, translation, printing and photocopying expenses, bank charges, publications and advertising expenses, insurance, Project-related meeting expenses, Project-related travel, subsistence and lodging expenses, contractual support staff and other administrative costs directly related to the Project, but excluding salaries, bonuses, fees and honoraria or equivalent payments of members of the Recipient's civil service.

25. "Process Framework" means the process framework adopted by the Recipient, satisfactory to the Association, and disclosed on the Association's website on January 30, 2019, which sets forth the principles and procedures for working with, and assisting, Affected Persons in legally designated parks and protected areas, as said framework may be revised from time to time with the prior written agreement of the Association.


27. "Project Implementation Manual" means the manual dated April 30, 2019, adopted by the Recipient for the implementation of the Project referred to in Section I.B of Schedule 2 to this Agreement, containing detailed arrangements and procedures for: (a) institutional coordination and day-to-day execution of the Project; (b) disbursement and financial management; (c) procurement; (d) environmental and social safeguard implementation measures; (e) monitoring and evaluation, reporting and communication; (f) an integrity action plan, and (g) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for the Project; as said manual may be modified from time to time with the prior written approval of the Association, and such term includes any schedules to such manual.

28. "Project Implementation Team" means each of the units to be established and maintained by MOE and MRD for their Respective Part of the Project; as referred to in Sections I.A.2.(b) and I.A.2.(c), respectively of Schedule 2 to this Agreement, or any successor thereto.

29. "Project Steering Committee" means the committee established and maintained by the Recipient in accordance with Section I.A.2.(a) of Schedule 2 to this Agreement, or any successor thereto.
30. "Protected Area" or "PA" means an area located in the Recipient's territory especially dedicated to the protection and maintenance of biological diversity, and of natural and associated cultural resources, as established and regulated under the Recipient's Protected Area Law Number NS/RKM//0208/007 dated February 15, 2008; and "Protected Areas" or "PAs" means more than one Protected Area.

31. "Resettlement Action Plan" or "RAP" means the instrument to be prepared for any activity under the Project, as applicable in accordance with the procedures and requirements of the Resettlement Policy Framework, which includes the principles, procedures, organizational arrangements and budget to implement the resettlement related activities under the Project, as said resettlement action plan may be revised from time to time with the prior written agreement of the Association; and "RAPs" means, collectively, all such RAP.

32. "Resettlement Policy Framework" or "RPF" means the resettlement policy framework prepared and adopted by the Recipient, satisfactory to the Association, and disclosed on the Association's website on January 30, 2019 which sets out the resettlement principles, guidelines, organizational arrangements (including consultation and budget), and design criteria for the preparation of RAPs under the Project, as such framework may be amended from time to time with the prior written agreement of the Association.

33. "Respective Part of the Project" means (a) Parts 1, 2, 4.(a) and 4.(b) of the Project to be implemented by the Recipient, through MOE, and (b) Parts 3 and 4.(a) of the Project to be implemented by the Recipient, through MRD.

34. "Safeguard Instruments" means collectively, the ECOPs, ESIA, ESMF, ESMP, IPPF, IPP, RPF, RAP, Process Framework (and any plans prepared thereunder), and "Safeguard Instrument" means any of such Safeguard Instruments.

35. "Safeguard Policies" means, the Operational Policies (OPs) and Bank Procedures (BPs) of the Association, namely OP/BP 4.01 (Environmental Assessment), 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), and OP/BP 4.37 (Safety of Dams); they can be found at https://policies.worldbank.org.

36. "Signature Date" means the later of the two dates on which the Recipient and the Association signed this Agreement and such definition applies to all references to "the date of the Financing Agreement" in the General Conditions.

37. "Training" means the reasonable costs of goods and services required for the participation of personnel involved in training activities, workshops and study tours under the Project, including travel and subsistence costs for training, workshop and study tour participants, costs associated with securing the services
of trainers, rental of training and workshop facilities, preparation and reproduction of training and workshop materials, and other costs directly related to training course, workshop or study tour preparation and implementation, but excluding consultants' fees and salaries, bonuses, fees and honoraria or equivalent payments of members of the Recipient's civil service.