Mr. Aimé Joseph NIANOGO
Directeur Régional du Programme Afrique du Centre et de l’Ouest de l’UICN
International Union for Conservation of Nature (IUCN)
01 BP 1618 Ouagadougou
Burkina Faso

GEF MSP Grant No. TF098466

Dear Sir:

In response to the request for financial assistance made on behalf of the International Union for Conservation of Nature (IUCN) (“Recipient”), I am pleased to inform you that the International Bank for Reconstruction and Development (“World Bank”), acting as Implementing Agency of the Global Environment Facility (GEF), proposes to extend to the Recipient a grant in an amount not to exceed nine hundred thousand United States Dollars (U.S.$900,000) (“Grant”) on the terms and conditions set forth or referred to in this letter agreement (“Agreement”), which includes the attached Annex, to assist in the financing of the project described in the Annex (“Project”). This Grant is funded out of the GEF for which the World Bank receives periodic contributions. In accordance with Section 3.02 of the Standard Conditions (as defined in the Annex to this Agreement), the Recipient may withdraw the Grant proceeds subject to the availability of such funds.

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

Please confirm the Recipient’s agreement to the foregoing by having an authorized official of the Recipient sign and date the enclosed copy of this Agreement, and returning it to the World Bank. Upon receipt by the World Bank of this countersigned copy, this Agreement

January 12, 2011
shall become effective as of the date specified by the World Bank in accordance with Section 4.02 of the Annex to this Agreement (“Effective Date”).

Very truly yours,
INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT
Acting as Implementing Agency of the Global Environment Facility

By____________________
//s// Yusupha B. Crookes
Director, Regional Integration
Africa Region

AGREED:
INTERNATIONAL UNION FOR CONSERVATION OF NATURE (IUCN)

By__//s// Aimé Joseph NIANOGO
Authorized Representative

Aimé Joseph NIANOGO
Regional Director

Date:_January 27, 2011_

Enclosures:

(1) Standard Conditions for Grants Made by the World Bank Out of Various Funds, dated July 31, 2010
(2) Disbursement Letter dated [______], together with World Bank Disbursement Guidelines for Projects, dated May 1, 2006
Article I

Standard Conditions; Definitions

1.01. **Standard Conditions.** The Standard Conditions for Grants Made by the World Bank Out of Various Funds dated July 31, 2010 ("Standard Conditions"), with the modifications set forth in Section I of the Appendix to this Agreement, constitute an integral part of this Agreement.

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

(a) “Operational Manual” or “OM” means a manual adopted by the Recipient in form and substance satisfactory to the World Bank, outlining the implementation modalities of the Project, monitoring and evaluation as the same such Operational Manual may be amended from time to time with the prior concurrence of the World Bank, and such terms includes any annexes to the Operational Manual.

(b) “Protected Areas” or “PA” means areas recognized by local, national, regional or international laws and regulations as territories managed for conservation of biodiversity.

(c) “Selected African countries” means a sample of countries within West Africa as identified in the Operational Manual where Project’s activities can be efficiently implemented.

Article II

Project Execution

2.01. **Project Objectives and Description.** The objective of the Project is to enhance transfer of knowledge and information sharing for more effective Protected Areas management in Selected West African Countries. The Project consists of the following parts:

Part I. Reinforcement and extension of the Regional Network of Protected Areas (PA) Managers, Experts and Key Partners:

Provision of technical assistance for:

(i) strengthening the capacity of Protected Areas professionals and experts in Selected West Africa Countries through: (a) conducting a specialized Master’s degree program at the regional level for a number of young professionals from a number of Selected West African Countries; (b) implementing a modular training course for professionals involved in the field of nature resource management; and (c) preparing a distance “e-learning” training course for PA managers and partners; and
(ii) organizing a regional meeting for PA managers, staff and partners for the purpose of establishing and extending the network of key partners involved in nature resource management in and around PAs.

Part II. Knowledge Management and Information Dissemination:

Provision of technical assistance for:

(i) carrying out studies on main PA management issues based on field experiences with the aim of developing toolkits, guidelines, booklets and information CDs to be used by stakeholders on the ground;

(ii) establishing a roster of biodiversity experts encompassing: (a) carrying out national enquiries and sensitization campaigns; (b) setting up and maintaining a web database of experts; and (c) disseminating information to experts registered in the expert web database;

(iii) establishing an “e-platform” on development issues in relation with PA, including gathering and analyzing relevant information and setting up and updating a web page for dissemination of relevant information to targeted audiences; and

(iv) carrying out the preparation, translation, printing and publication of documents on the West Africa program as well as the dissemination workshops and forums.

Part III. Project Management and Monitoring

Project management, monitoring and evaluation, including the preparation of the Project’s audits and the progress reports as well as the dissemination of monitoring and evaluation findings.

2.02. Project Execution Generally. The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall carry out the Project in accordance with: (a) the provisions of Article II of the Standard Conditions; (b) the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 (“Anti-Corruption Guidelines”), with the modifications set forth in Section II of the Appendix to this Agreement; and (c) this Article II.

2.03. Institutional and Other Arrangements.

The Recipient shall:

(a) adopt an Operational Manual (OM), satisfactory to the World Bank; and

(b) within three months of effectiveness, appoint an external auditor with qualification and experience satisfactory to the World Bank to carry out the audit of the Project activities.
2.04. **Completion Report.** The Recipient shall 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.

2.05. **Financial Management.** (a) The Recipient shall ensure that a financial management system is maintained in accordance with the provisions of Section 2.07 of the Standard Conditions.

(b) The Recipient shall ensure that interim unaudited financial reports for the Project are prepared and furnished to the World Bank not later than one month after the end of each calendar semester, covering the semester, in form and substance satisfactory to the World Bank.

(c) 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 audit of the Financial Statements shall cover the period of one fiscal year of the Recipient. The audited Financial Statements for each period shall be furnished to the World Bank not later than six months after the end of such period.

2.06. **Procurement**

(a) **General.** All goods 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:

(i) 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 and May 2010 (“Procurement Guidelines”), in the case of goods; and


(b) **Definitions.** The capitalized terms used in the following paragraphs of 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 the Consultant Guidelines, as the case may be.

(c) **Particular Methods of Procurement of Goods.** Except as the World Bank may otherwise agree, goods shall be procured under contracts awarded on the basis of Shopping.

(d) **Particular Methods of Procurement of Consultants’ Services**

(i) Except as otherwise provided in item (ii) below, consultants’ services shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection.

(ii) The following methods may be used for the procurement of consultants’ services for those assignments which the World Bank agrees meet the requirements set forth in the Consultant Guidelines for their use: (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) Selection of Individual Consultants; and (G) Sole Source Procedures for the Selection of Individual Consultants.

(e) Review by the World Bank of Procurement Decisions. Except as the World Bank shall otherwise specify by notice to the Recipient, each contract for consultants’ services provided by a firm estimated to cost the equivalent of $100,000 or more shall be subject to Prior Review by the World Bank. All other contracts shall be subject to Post Review by the World Bank.

**Article III**

**Withdrawal of Grant Proceeds**

3.01. *Eligible Expenditures.* The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) Article III of the Standard Conditions; (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 following table. The 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:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Grant Allocated (expressed in USD)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, Workshop, and Consultants’ services including audit fees</td>
<td>756,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Operating costs</td>
<td>144,000</td>
<td>100%</td>
</tr>
<tr>
<td><strong>TOTAL AMOUNT</strong></td>
<td><strong>900,000</strong></td>
<td></td>
</tr>
</tbody>
</table>

For purposes of this paragraph: (a) the term “Workshop” includes local travel and *per diem* for participants, accommodation and *per diem* for trainers and facilitators, printing of documents, communications, and various supplies needed for workshop; and (b) the term “Operating Costs” means the operating expenses incurred by the IUCN for management and coordination of the Project activities including staff time but excluding salaries of consultants, printing, communications, office supplies, office rental and utility expenses.

3.02. *Withdrawal Conditions.* Notwithstanding the provisions of Section 3.01 of this Agreement, no withdrawal shall be made for payments made prior to the date of countersignature of this Agreement by the Recipient.
3.03. **Withdrawal Period.** The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is January 30, 2014.

**Article IV**  
Effectiveness; Termination

4.01. 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 Operational Manual referred to in Paragraph 2.03 (a) of this Annex has been adopted.

4.02 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 4.01. 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.

4.03 **Termination for Failure to Become Effective.** 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 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 V**  
Recipient’s Representative; Addresses

5.01. **Recipient’s Representative.** The Recipient’s Representative referred to in Section 7.02 of the Standard Conditions is the Regional Director, currently Mr. Aimé Joseph Nianogo.

5.02. **Recipient’s Address.** The Recipient’s Address referred to in Section 7.01 of the Standard Conditions is:

01 BP 1618  
Ouagadougou  
Burkina Faso

Tel: 226 50 36 49 79

5.03. **World Bank’s Address.** 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: INTBAFRAD
Telex: 248423 (MCI) or 64145 (MCI)
Washington, D.C.
Facsimile: 1-202-477-6391
APPENDIX
Modifications to the Standard Conditions and the Anti-Corruption Guidelines

Section I. The Standard Conditions are modified as follows:

1. The following sentence is added to Paragraph 17 of the Appendix to the Standard Conditions: “If the Project is carried out in the territory of more than one member of the World Bank, “Member Country” refers separately to each such member”.

Section II. The modifications to the Anti-Corruption Guidelines are as follows:

1. Section 5 is re-numbered as Section 5(a) and a new Section 5(b) is added to read as follows:

“(b) These Guidelines also provide for the sanctions and related actions to be imposed by the Bank on Borrowers (other than the Member Country) and all other individuals or entities who are recipients of Loan proceeds, in the event that the Borrower or the individual or entity has been debarred by another financier as a result of a determination by such financier that the Borrower or the individual or entity has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of a financing made by such financier.”

1. Section 11(a) is modified to read as follows:

“… (a) sanction in accordance with prevailing Bank’s sanctions policies and procedures (fn13) a Borrower (other than a Member Country) (fn 14) or an individual or entity, including (but not limited to) declaring such Borrower, individual or entity ineligible publicly, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; (ii) to benefit from a Bank-financed contract, financially or otherwise, for example as a sub-contractor; and (iii) to otherwise participate in the preparation or implementation of the project or any other project financed, in whole or in part, by the Bank, if at any time the Bank determines (fn 15) that such Borrower, individual or entity has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in connection with the use of loan proceeds, or if another financier with which the Bank has entered into an agreement for the mutual enforcement of debarment decisions has declared such person or entity ineligible to receive proceeds of financings 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 Borrower or the individual or entity has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of a financing made by such financier.”

Footnotes:

“13. An individual or entity may be declared ineligible to be awarded a Bank financed contract upon completion of sanctions proceedings pursuant to the Bank’s sanctions policies and procedures, or under the procedures of temporary suspension or early temporary suspension in
connection with an ongoing sanctions proceeding, or following a sanction by another financier with whom the Bank has entered into a cross debarment agreement, as a result of a determination by such financier that the firm or individual has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of a financing made by such financier.”

“14. Member Country includes officials and employees of the national government or of any of its political or administrative subdivisions, and government owned enterprises and agencies that are not eligible to bid under paragraph 1.8(b) of the Procurement Guidelines or participate under paragraph 1.11(c) of the Consultant Guidelines.”

“15. The Bank has established a Sanctions Board, and related procedures, for the purpose of making such determinations. The procedures of the Sanctions Board sets forth the full set of sanctions available to the Bank. In addition, the Bank has adopted an internal protocol outlining the process to be followed in implementing debarments by other financiers, and explaining how cross-debarments will be posted on the Bank’s website and otherwise be made known to staff and other stakeholders.”