

**AGREED MINUTES OF NEGOTIATIONS BETWEEN
REPUBLIC OF UGANDA AND
INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA)
REGARDING**

**UGANDA INVESTING IN FORESTS AND PROTECTED AREAS FOR CLIMATE-SMART
DEVELOPMENT PROJECT**

MARCH 18, 2020

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1. **Introduction.** Negotiations for a proposed credit and grant in the amount of SDR57 million (US\$78.2 million equivalent) and SDR51 million (US\$70 million equivalent), respectively, for *Uganda Investing in Forests and Protected Areas for Climate-Smart Development* Project were held between representatives of the Republic of Uganda (the Recipient Delegation) and IDA (the World Bank Delegation) at the World Bank's office in Kampala, Uganda, including video conference connection to Nairobi, Kenya and webex connection with Addis, Tunis, Washington DC on March 18, 2020. Members of the Recipient Delegation and the World Bank Delegation (collectively "Delegations") are listed in Annex 1 to these Minutes. These Minutes record and clarify selected/key understandings regarding the proposed Project.
 2. **Authority to Negotiate.** The Recipient Delegation provided the World Bank Delegation with letter No. ALD141/205/89 from the Minister of Finance, Planning and Economic Development (MoFPED) dated March 17, 2020 accepting World Bank's invitation to negotiate and confirming the Recipient's representatives and the Head of the Recipient Delegation.
 3. **Documents Discussed.** The Delegations discussed the Project Appraisal Document and agreed upon the texts of the Financing Agreement, Disbursement and Financial Information Letter, and Environmental and Social Commitment Plan.
 4. **Environmental and Social Commitment Plan (ESCP).** The parties agreed on the ESCP, dated March 18, 2020 (Annex 4). The commitment related to preparation of the Vulnerable and Marginalized Groups Framework was removed as already completed by the Recipient.
 5. **Credit/Grant Amount and SDR calculation.** The World Bank Delegation informed the Recipient Delegation that the Credit and Grant amounts will use the exchange rate prevailing as of the last day of the month preceding the negotiations (February 29, 2020) (1 US\$=0.72818362 SDR), rounded up to the highest hundred thousand. On this basis, the Credit amount was confirmed at SDR57 million and Grant amount was confirmed at SDR51 million.
 6. **Financing Terms.** The IDA Credit is provided on standard concessional terms of a 38-year maturity, including a 6-year grace period, at principal amount of the Credit repayable at 1.5625%. The Credit is subject to a Service Charge of three-fourths of one percent (3/4 of 1%) per annum on the withdrawn credit balance. Both Credit and Grant are subject to up to a maximum of one half of one percent (1/2 of 1%) per annum of Commitment Charge on

respective unwithdrawn balances of Credit and Grant. The World Bank Delegation informed that the Commitment Charge for the current IDA financial year is set at 0%. The Commitment Charge for subsequent financial years, starting on July 1 of each calendar year, is determined annually by the IDA Executive Directors, and IDA will inform the Recipient of any changes in the applicable rate of the Commitment Charge.

7. **Repayment Dates.** The Recipient agreed to February 15 and August 15 as the payment dates for repayment of the Credit and payment of related charges, commencing August 15, 2026 to and including February 15, 2058. The repayments currency is United States Dollars. The amortization schedule is annexed to these Minutes as Annex 6.
8. **Significant Changes.** There were no significant changes to the original negotiations package which was shared with the Recipient's Delegation prior to negotiations.
9. **Other Issues Discussed:**
 - (a) **Disbursement Arrangements:** The Delegations discussed and agreed on the content of the Disbursement and Financial Information Letter (DFIL, annexed to these Minutes as Annex 3).
 - (b) **Financial Management (FM) Arrangements.** The FM arrangements outlined in the draft Project Appraisal Document, including the FM risk mitigation plan, were discussed and agreed upon. The Delegations discussed financial reporting requirements, and it was confirmed that the Ministry of Water and Environment, National Forestry Authority, and Uganda Wildlife Authority will submit the interim - unaudited financial reports to IDA within 45 days of the end of each Recipient's calendar quarter after the date of Effectiveness of the Financing Agreement, following the agreed format included in the DFIL.
 - (c) **Project Audit.** The Delegations agreed that the Office of the Auditor General will have the project's Financial Statements audited in accordance with the provisions of Section 5.09 (b) of the General Conditions by an auditor with qualifications, experienced and terms of reference satisfactory to the Association. The audit will be submitted to IDA within 6 months of the financial year end.
 - (d) **Disclosure of Financial Statements.** The IDA Delegation informed the Recipient Delegation that in accordance with the IDA policies, the IDA requires that the Recipient discloses the audited financial statements in a manner acceptable to IDA. Following IDA's formal receipt of these statements from the Recipient, IDA makes them available to the public in accordance with the World Bank Policy on Access to Information.
 - (e) **Retroactive financing** is not the option that the Recipient can pursue and is, thus, removed from the Financing Agreement.
 - (f) **Effectiveness deadline** was changed to 180 days after the Signature Date.
 - (g) **Treasury Single Account (TSA).** The World Bank Delegation clarified that it is in general agreement regarding the TSA and has had discussions with MoFPED where a concept note was developed and modality to have a TSA for each externally funded project put in place. IDA awaits all its projects to be migrated onto IFMS to ensure proper reconciliations of all project sub-accounts under the IDA TSA as per concept note.
 - (h) **Procurement Arrangements.** Procurement for the Project will be carried out in



accordance with the World Bank Procurement Regulations for IPF Borrowers", dated July 2016, revised November 2017 and August 2018. The Recipient Delegation provided the Project Procurement Strategy for Development (PPSD) as well as the Procurement Plan for the next 18 months, dated March 17, 2020, and both documents were deemed satisfactory. The Project will be also subject to 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.

- (i) **Provisions for Use of Force Account**, where applicable, will be included in the PPCSD, after adequate consultations with the implementing Agencies. Adequate provisions will be included in the Project Implementation Manual.

10. **Statutory Committee.** According to Article V, Section 1 (d) of the IDA Articles of Agreement, an operation proposed to be financed or guaranteed by IDA shall be accompanied by a recommendation ("Statutory Committee report") to be issued by a competent committee ("Statutory Committee") whose members shall include an expert selected by the Governor representing the member in whose territories the operation in question is located. The Governor representing the Republic of Uganda on the IBRD and IDA Boards of Governors agreed, by a letter dated February 24, 2015 that the official designated and authorized by the Government of the Republic of Uganda to represent the Republic of Uganda in the negotiations of IDA financing provided to or guaranteed by the Republic of Uganda shall be considered to be the Republic of Uganda expert on the Statutory Committee, and that said official's signature of the signed Minutes of Negotiations for such IDA financing shall be deemed to constitute the signature of the Statutory Committee report. The parties acknowledged the above designation with respect to the IDA financing for this Project.
11. **Access to Information.** The Project Appraisal Document was reviewed and updated to take into account comments and observations made by Recipient Delegation during negotiations. Pursuant to the World Bank Policy on Access to Information, IDA will disclose the Project Appraisal Document, the related legal agreements and other information related to the operation and the legal agreements, including any supplemental letters. The Recipient Delegation confirms that the Bank may publicly release this Project Appraisal Document before consideration of the operation by the Bank's Executive Directors.
12. **Next Steps.** The following next steps have been agreed:
- (a) *Prior to Board Presentation of the Financing:* The IDA Delegation informed the Recipient's Delegation that the presentation of this project to the IDA Board of Executive Directors is scheduled for April 30, 2020. MOFPED will send to IDA a letter duly signed by an authorized official approving the negotiated documents – by March 24, 2020.
 - (b) *Prior to Signing of the Financing Agreement:* MOFPED will send a letter to IDA appointing a representative of the Recipient to execute and deliver the Financing Agreement and other related documents (if the Minister is not available to sign).
 - (c) *Prior to Effectiveness of the Financing Agreement:* The effectiveness conditions set forth in Article V, Sections 5.01 of the Financing Agreement have to be met. In addition, under Section 10.02 of the *General Conditions for IDA Financing: Investment Project Financing 2017*, IDA requires a legal opinion confirming that

the execution and delivery of the Financing Agreement, on behalf of the Recipient, has been duly authorized or ratified by all necessary governmental action and the agreement is legal binding upon the Recipient in accordance with its terms. The Recipient has to comply with the provisions of the ESCP requiring certain measures and actions - such as the preparation and adoption of Gender-based Violence Action Plan - to be completed by the effectiveness of the Financing.



Maris Wanyera
Acting Director
Directorate of Debt & Cash Policy for PS/ST
Ministry of Finance, Planning
and Economic Development
Recipient Delegation



Franklin Mutahakana (Soo)
Ross Hughes
Sr. Natural Resources Management Specialist
World Bank
World Bank Delegation

- Annex 1: List of Delegations
- Annex 2: Negotiated Draft Financing Agreement
- Annex 3: Negotiated Draft Disbursement and Financial Information Letter
- Annex 4: Negotiated Environmental and Social Commitment Plan
- Annex 5: Negotiated Draft Procurement Plan
- Annex 6: Amortization Schedule

Members of the Delegations

Recipient Delegation

Ministry of Finance, Planning and Economic Development

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|---------------------------|---|---|
| 1. Maris Wanyera | - | Acting Director of Debt and Cash Management |
| 2. Julius Mucholi | - | Policy Legal Officer |
| 3. Prajwal Raj Gyawali | - | Senior Legal Officer |
| 4. Daisy Nambuya | - | Economist |
| 5. Kanakulya Edwin Kavuma | - | Legal Assistant |

Solicitor General

- | | | |
|--------------------|---|---|
| 6. Brenda Namukasa | - | Solicitor General State Attorney
Ministry of Justice |
|--------------------|---|---|

Ministry of Water and Environment

- | | | |
|-----------------------------|---|---------------------------------|
| 7. Eng. Disan K. Ssozi | - | Commissioner |
| 8. Sufiyian Igwahabi | - | Financial Management |
| 9. Mwebesa Margaret Athieno | - | Assistant Commissioner, FSSD |
| 10. Valence Arinaitwe | - | Senior Forestry Officer |
| 11. Ocare Denis | - | Assistant Commissioner PPD, MWE |
| 12. Alex Muhweczi | - | Lead Technical Advisor |

Uganda Wildlife Authority

- | | | |
|--------------------|---|--------------------------------------|
| 13. Sam Mwandha | - | Executive Director |
| 14. Kapere Richard | - | Manager Planning Project Focal Point |
| 15. Jimmy Mugisa | - | Director Finance |
| 16. Dorcus Rukundo | - | Business Development Manager |
| 17. Candia Leon | - | Ag. Project Operations Officer |

National Forestry Authority

- | | | |
|----------------------|---|--------------------|
| 18. Tom Obong Okello | - | Executive Director |
|----------------------|---|--------------------|

World Bank Delegation

- | | | |
|----------------------------|---|---|
| 1. Ross Hughes | - | Task Team Leader |
| 2. Nathalie Weier Johnson | - | Task Team Leader |
| 3. Evarist Baimu | - | Senior Counsel |
| 4. Franklin Mutahakana | - | Senior Operations Officer |
| 5. Benjamin Reese | - | Senior Operations Officer (Forced Displacement) |
| 6. Lesya Verheijen | - | Senior Operations Officer |
| 7. Annette T. Katuramu | - | Procurement Specialist |
| 8. Michael Okuny | - | Senior Financial Management Specialist |
| 9. Jean Owino | - | Finance Officer |
| 10. Zewditu Haile | - | Forced Displacement Specialist |
| 11. Damalie Evalyne Nyanja | - | Program Assistant |
| 12. Hope Nanshemeza | - | Legal Assistant |



NEGOTIATED TEXT

20 March 2020

CREDIT NUMBER _____ - UG
GRANT NUMBER _____ - UG

Financing Agreement

(Uganda Investing in Forests and Protected Areas For
Climate-Smart Development Project)

between

REPUBLIC OF UGANDA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION



CREDIT NUMBER _____ - UG
GRANT NUMBER _____ - UG

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between REPUBLIC OF UGANDA ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") for the purpose of assisting in financing the project described in Schedule 1 to this Agreement ("Project"). The Association has decided to provide this financing on the basis, among other things, of the existence of an adequate refugee protection framework.

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 grant and a credit, which are deemed as Concessional Financing for purposes of the General Conditions (collectively, "Financing") in the following amounts to assist in Project:
 - (a) an amount equivalent to fifty-one million Special Drawing Rights (SDR 51,000,000) ("Grant"); and
 - (b) an amount equivalent to fifty-seven million Special Drawing Rights (SDR 57,000,000) ("Credit").
- 2.02. The Recipient may withdraw the proceeds of the Financing 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 Financing 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 February 15 and August 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 objectives of the Project and its agenda of increasing forest cover through afforestation and reforestation and slowing down the loss and degradation of the nation's forests. To this end, the Recipient shall carry out the Project through the Ministry of Water and Environment, Uganda Wildlife Authority and National Forestry Authority, in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

ARTICLE IV — REMEDIES OF THE ASSOCIATION

- 4.01. The Additional Event of Suspension consists of the following namely, that, the Recipient no longer has an adequate refugee protection framework.
- 4.02. The Additional Event of Acceleration consists of the following namely, that, the event specified in paragraph (a) of Section 4.01 of this Agreement occurs and is continuing for a period of 60 days after notice of the event has been given by the Association to the Recipient.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Conditions of Effectiveness consist of the following:
 - (a) the Association is satisfied that the Recipient has an adequate refugee protection framework.
 - (b) The Recipient has prepared and adopted the Project Implementation Manual, in form and substance satisfactory to the Association.



- (c) The Recipient has established the Project Steering Committee with composition, terms of reference and resources satisfactory to the Association.
 - (d) The Recipient has established the Project Coordination Unit with composition, terms of reference and resources satisfactory to the Association.
- 5.02. The Effectiveness Deadline is the date one hundred and eighty (180) days after the Signature Date.
- 5.03. 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 VI — REPRESENTATIVE; ADDRESSES

- 6.01. The Recipient's Representative is its minister responsible for finance.
- 6.02. For purposes of Section 11.01 of the General Conditions: (a) the Recipient's address is:
- (a) the Recipient's address is:

Ministry of Finance, Planning and Economic Development
Plot 2-12 Apollo Kaggwa Road
P.O. Box 8147
Kampala
Republic of Uganda; and
 - (b) the Recipient's Electronic Address is:

Telephone	Facsimile	Email
256-414-707000	256-414-230163	finance@finance.go.ug
- 6.03. 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:	Facsimile:
248423 (MCI)	1-202-477-6391

AGREED as of the Signature Date.

REPUBLIC OF UGANDA

By

Authorized Representative

Name: _____

Title: _____

Date: _____

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Authorized Representative

Name: _____

Title: _____

Date: _____



SCHEDULE 1

Project Description

The objectives of the Project are to improve sustainable management of forests and protected areas and increase benefits to communities from forests in Target Landscapes.

The Project consists of the following parts:

Part 1: Improved Management of Protected Areas

- 1.1. (a) Carrying out a program of activities designed to improve the basic management of Protected Areas, such a program to include such activities as: (i) grading and maintenance of tracks and trails within the Protected Areas; (ii) planning (including community consultations) and demarcation of the Protected Areas' boundaries; (iii) installation of infrastructure such as fences, walls and gates as well as construction of rangers' housing and posts; (iv) undertaking of community-oriented activities to manage human-wildlife conflict including providing equipment as needed; (v) procurement of field vehicles, road equipment, communication equipment, field, and office equipment; and (vi) support for the National Forest Monitoring System.

(b) Carrying out a program of activities designed to improve wildfire management and control of invasive plants in the Protected Areas, such a program to include such activities as: (i) provision of technical assistance and advisory services to support development of landscape-level strategies for fire management and eradication of invasive species; (ii) fire management training; (iii) establishment and maintenance of fire breaks; (iv) construction of fire towers and procurement of equipment for fire detection and suppression; (v) community sensitization, response and monitoring of wildfires; (vi) introduction of efficient fire management practices at the landscape level; (viii) implementation of appropriate invasive species eradication measures.
- 1.2. Increasing the involvement of local communities in the management of forest and wildlife resources within Protected Areas through provision of technical assistance and Training to support the execution and renewal of Collaborative Forest Management (CFM) agreements, resource management agreements, including supporting livelihood activities within such communities.
- 1.3. Restoration of degraded natural forests and habitats in Central Forest Reserves through enclosure of areas to facilitate natural regeneration or through enrichment planting, where needed.
- 1.4. Carrying out a program of activities designed to increase forest protection in Central Forest Reserves and Wildlife Reserves located close to refugee settlements



in Refugee Hosting Areas such a program to include such activities as: (a) designing and implementing community livelihood activities including beekeeping and wild mushroom growing; (b) removal of invasive species; (c) forest restoration; (d) improvements for basic Protected Area management (through provision of vehicles and equipment and construction of essential infrastructure, including ranger posts); (e) improvements for wildfire management (through construction of fire observation towers and provision of equipment); and (f) demarcation of boundaries of such reserves, where appropriate.

Part 2: Increased Revenues and Jobs from Forests and Wildlife Protected Areas

- 2.1 (a) Construction and installation of infrastructure facilities at select Protected Areas designed to improve visitor experience including visitor centers, visitor gates, tracks, trails, bridges, small jetties, picnic sites, canopy walks, ziplines, bird hides, multipurpose tourism centers, climbing ladders and board walks.
- (b) Provision of support to community-based enterprises to help them add value to their overall tourism offerings.
- 2.2. Carrying out a program of activities designed to increase forest plantation area and support processing and utilization of forest products to produce higher -value wood products such a program to include such activities as:
- (a) Provision of: (i) conditional grants to private tree growers to increase the area under plantation forestry and (ii) matching grants to investors in wood processing to invest in enhancing vocational skills for wood processing;
- (b) Supporting the operation of a Plantation Scheme Operator mandated to: (i) develop, manage and monitor performance-based contracts related to the conditional grants to private tree growers; and (ii) provide technical support for silviculture and value chain development;
- (c) Providing capacity-building and technical support to the National Forestry Authority to enhance its capacity to oversee plantation concessions in Central Forest Reserves.
- (d) Providing Training on safe methods of felling, extracting and loading trees.
- (e) Enhancement of the capacity of Nyabyeya forestry college to offer training on processing of forestry products and training operators of equipment for processing forest products.
- (f) Preparation of a study on feasibility of harnessing revenues from plantations for future investments in production forestry.



Part 3: Improved Landscape Management in Refugee Hosting Areas

- 3.1. (a) Development of intensive, mixed-use agroforestry systems on household plots, through: (i) identifying interested households, raising awareness and providing training in agroforestry; (ii) identifying, distributing and selling site and context-appropriate species of multipurpose trees and shrubs; and (iii) extending the existing network of tree nurseries for agroforestry species and designing a commercial strategy for disseminating seedlings.
- (b) Supporting development of woodlots on private land to enhance the supply of timber, poles, fuel, and other forest products through (i) supporting the supply of context-appropriate seedlings; (ii) provision of training and other extension support to woodlot owners; (iii) design and implementation of a performance-based grant scheme to incentive woodlot owners to maintain high agroforest standards that maximize forest seedlings survival.
- (c) Development (in a consultative manner) and dissemination of Community Forest regulations.
- (d) Carrying out a program of activities designed to facilitate the the implementation of Community Forests management such a program to include such activities as: (i) awareness rising activities on the Community Forestry model; (ii) supporting resource assessment, management planning, gazetting and demarcation of Community Forests; (iii) institutional development, training and design of financial sustainability plans of the Community Forests; and (iv) restoration, protection and sustainable management of Community Forests.
- (e) Support to district local governments through capacity building, provision of Basic Support Packages and Incremental Operating Costs to facilitate implementation of agroforestry and small-holder plantation investments.
- 3.2 Setting up and implementation of a program to purchase fuelwood to supply to Persons with Special Needs within refugee settlements.

Part 4: Project Management and Monitoring

Carrying out Project management and coordination - including undertaking procurement, financial management, monitoring and evaluation, environmental and social risks management.



SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements.

1. The Recipient shall designate, at all time during the implementation of the Project:
 - (a) Ministry of Water and Environment (MWE) to be responsible for coordinating overall Project implementation and implementing select activities under Parts 2, 3, and 4 of the Project.
 - (b) Uganda Wildlife Authority (UWA) to be responsible for implementing activities in and around National Parks and Wildlife Reserves included in Parts 1 and 2 of the Project as well as part of Project management activities under Part 4 of Project.
 - (c) National Forestry Authority (NFA) to be responsible for implementation of activities in and around Central Forest Reserves included in Parts 1 and 2 of the Project as well as part of Project management activities under Part 4 of Project.
 - (d) Ministry of Tourism, Wildlife and Antiquities to be responsible for providing oversight on tourism related activities in Protected Areas being implemented by UWA under Part 2 of the Project.
2. The Recipient shall establish and thereafter, maintain during the period of Project implementation the following with mandate, composition, terms of references and resources satisfactory to the Association:
 - (a) Project Steering Committee – co-chaired by Ministry of Water and Environment and Ministry of Tourism, Wildlife and Antiquities and - including representatives from UWA, NFA, the Ministry of Finance, Planning and Economic Development, Office of the Prime Minister, Ministry of Local Government, Ministry of Gender, Labour and Social Development, Uganda Timber Growers' Association, Uganda Tourism Association, which shall be responsible for inter alia providing strategic guidance and oversight over the Project, enhancing Project coordination (including cross-sectoral and inter-ministerial coordination) and monitoring the achievement of the Project objective.
 - (b) Project Coordination Unit to be established within the Ministry of Water and Environment with staffing (including a Project Coordinator, and fiduciary staff responsible for procurement, financial management,



environmental and social risks management, and monitoring and evaluation) and responsible for supporting day-to-day Project implementation including provision of technical guidance and providing coordination with other Ministries, and agencies.

- (c) Plantation Scheme Operator to be responsible for supporting the management of the productive forestry grant scheme under Part 2.2 of the Project.
- 3. Without limitation to the provision of paragraphs 1 and 2 of this Section I.A, the Recipient shall recruit and retain such consultants (including service providers) as may be needed to support the functions of the entities referred to in these paragraphs, all with composition and terms of reference acceptable to the Association as further detailed in the Project Implementation Manual.

B. Project Implementation Manual

- 1. The Recipient shall:
 - (a) prepare, in accordance with terms of reference acceptable to the Association, a Project implementation manual containing detailed arrangements and procedures for implementation of the Project including *inter alia*: (i) implementation arrangements including delineation of roles and responsibilities of various entities, institutions and agencies involved in Project implementation and their coordination; (ii) the procurement procedures and standard procurement documentation; (iii) disbursement arrangements, reporting requirements, financial management procedures and audit procedures; (iv) procedures for preparing and reviewing a consolidated annual work plan and budget for each Fiscal Year; (v) the Project performance indicators and monitoring and evaluation arrangements; (vi) arrangement and procedures for mitigating environment and social risks and impacts; (vii) grievance redress mechanism; (viii) the eligibility criteria of recipients, eligible activities and expenditures, disbursement and reporting arrangements, guidelines and detailed procedures for the selection, approval, implementation and management of grants under Parts 2.2 and 3.1 of the Project; and (ix) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for the Project;
 - (b) (i) furnish to and exchange views with the Association on such manual promptly upon its preparation; and (ii) adopt such manual as shall have been approved by the Association ("Project Implementation Manual" or "PIM"); and (iii) thereafter implement the Project in accordance with the PIM.



- (c) not amend, suspend, abrogate, repeal or waive any provisions of the Project Implementation Manual without the prior written agreement of the Association.

- 2. In the event of any conflict between the provisions of: (a) the Project Implementation Manual; and (b) those of this Agreement, the provisions of this Agreement shall prevail.

C. Annual Work Plans and Budgets

- 1. The Recipient shall prepare and furnish to the Association not later than April 30 of each Fiscal Year during the implementation of the Project (starting in Fiscal Year 2020-2021), a work plan and budget containing all activities proposed to be included in the Project during the following Fiscal Year, and a proposed financing plan (including the portion of Counterpart Funds to be provided) for expenditures required for such activities, setting forth the proposed amounts and sources of financing.
- 2. Each such proposed work plan and budget shall specify any Training activities that may be required under the Project, including: (a) the type of Training; (b) the purpose of the Training; (c) the personnel to be trained; (d) the institution or individual who will conduct the Training; (e) the location and duration of the Training; and (f) the cost of the Training.
- 3. The Recipient shall afford the Association a reasonable opportunity to exchange views with the Recipient on each such proposed work plan and budget and thereafter ensure that the Project is implemented with due diligence during said following Fiscal Year in accordance with such work plan and budget as shall have been approved by the Association ("Annual Work Plan and Budget").
- 4. The Recipient shall not make or allow to be made any change to the approved Annual Work Plan and Budget without prior approval in writing by the Association.

D. 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 Association.
- 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 Association. 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 as further specified in the ESCP;
- (b) sufficient funds are available to cover the costs of implementing the ESCP;
- (c) policies, procedures and qualified staff are maintained to enable it to implement the ESCP, as further specified in the ESCP; and
- (d) the ESCP or any provision thereof, is not amended, revised or waived, except as the Association shall otherwise agree in writing and the Recipient has, thereafter, disclosed the revised ESCP.

In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.

2. The Recipient shall:

- (a) take all measures necessary on its part to collect, compile, and furnish to the Association through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Association, information on the status of compliance with the ESCP and the management tools and instruments referred to therein, all such reports in form and substance acceptable to the Association, 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) 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 worker, including dispute between the Recipient and local communities, any case of gender-based violence and violence against minors, in accordance with the ESCP, the instruments referenced therein and the Environmental and Social Standards.

3. The Recipient shall maintain 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.



Section II. Project Monitoring, Reporting and Evaluation

1. 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.
2. No later than thirty six (36) months after Effective Date, the Recipient shall, in conjunction with the Association, carry out a mid-term review of the Project (the "Mid-term Review"), covering the progress achieved in the implementation of the Project. To this end, the Recipient shall prepare - under terms of reference satisfactory to the Association - and furnish to the Association not less than three (3) months prior to the beginning of the Mid-term Review, a report integrating the results of the Project's monitoring and evaluation activities, on the progress achieved in the carrying out of the Project during the period preceding the date of such report, and setting out the measures recommended to ensure the efficient carrying out of the Project and the achievement of the objective of the Project during the period following such date. Following the Mid-term Review, the Recipient shall act promptly and diligently in order to take, or cause to be taken, measures recommended to ensure the efficient completion of the Project and the achievement of the objective as well as any corrective action deemed necessary by the Association to remedy any shortcoming noted in the carrying out of the Project in furtherance of the objective of the Project.

Section III. Withdrawal of the Proceeds of the Financing

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 Financing to finance Eligible Expenditures in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:



Category	Amount of the Credit Allocated (expressed in SDR)	Amount of the Grant Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, Incremental Operating Costs, works, non-consulting services, and consulting services for the Project for:			100%
1(a) Ministry of Water and Environment	8,200,000	40,200,000	
1(b) National Forestry Authority	13,000,000	5,000,000	
1(c) Uganda Wildlife Authority	25,900,000	3,800,000	
(2) Grants under Part 2.2 and 3.1 of the Project	9,900,000	2,000,000	100% of grants amount disbursed
TOTAL AMOUNT	57,000,000	51,000,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made for payments made prior to the Signature Date.,
2. The Closing Date is June 30, 2026.



SCHEDULE 3

Repayment Schedule

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each February 15 and August 15, commencing August 15, 2026 to and including February 15, 2058.	1.5625%

* 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. "Annual Work Plan and Budget" means the work plan and budget prepared annually by the Recipient in accordance with the provisions of Section I.C.3 of Schedule 2 to this Agreement.
2. "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.
3. "Basic Support Packages" means a package provided to district local government natural resource technical teams Refugee Hosting areas, consisting of office equipment, motorbikes, and Incremental Operating Costs.
4. "Category" means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
5. "Central Forest Reserve" means an area declared to be a forest reserve under section 6 of the National Forestry and Tree Planting Act.
6. "Collaborative Forest Management" and the acronym "CFM" mean a mutually beneficial arrangement in which a forest user group and a responsible body share roles, responsibilities and benefits in a forest reserve or part of it, under the National Forestry and Tree Planting Act 2003.
7. "Community Forest" means an area declared as such by the minister responsible for forestry under section 17 of the National Forestry and Tree Planting Act (2003).
8. "Counterpart Funds" means an amount equivalent to USD 30 million to be made available by the Recipient for purpose of cofinancing parts of the Project.
9. "Environmental and Social Commitment Plan" or the acronym "ESCP" means the Recipient's environmental and social commitment plan, acceptable to the Association, dated March 18, 2020 which sets out a summary of the material measures and actions to address the potential environmental and social risks and impacts of the Project, including the timing of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any instruments to be prepared thereunder; as the ESCP may be revised from time to time, with prior written agreement of the Association, and such term includes any annexes or schedules to such plan.



10. “Environmental and Social Standards” 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 Association at <https://projects.worldbank.org/en/projects-operations/environmental-and-social-framework/brief/environmental-and-social-standards>
11. “Environmental Health and Safety Guidelines” means the World Bank Group environmental, health and safety guidelines published on www.ifc.org/ehsguidelines, as said guidelines are updated from time to time.
12. “Fiscal Year” or “FY” means the Recipient’s twelve month period starting July 1 and ending June 30 of the following year.
13. “Forest Sector Support Department” means the department within the Ministry of Water and Environment responsible for forestry sector
14. “General Conditions” means the “International Development Association General Conditions for IDA Financing, Investment Project Financing”, dated December 14, 2018.
15. “Grant” means a grant made available by the Recipient out of the proceeds of the Financing to finance activities under Parts 2.2 (a) and 3.1(b)iii of the Project, and “Grants” means more than one Grant.
16. “Incremental Operating Costs” means the incremental expenses incurred on account of Project implementation based on the Annual Work Plan and Budget, and consisting of, audit fees, expenditures for office supplies, vehicle operation and maintenance, maintenance of equipment, bank fees, communication and insurance costs, internet service charges, media and advertising expenses, office administration costs, utilities, rental, consumables, accommodation, travel and per diem, and salaries of Project staff, but excluding the salaries of the Recipient’s civil servants, meeting allowances, other sitting allowances, salary top ups and all honoraria.



17. "Ministry of Gender, Labour and Social Development" means the Recipient's ministry responsible for gender, or any successor thereto.
18. "Ministry of Tourism, Wildlife and Antiquities" means the Recipient's ministry responsible for tourism and wildlife, or any successor thereto.
19. "Ministry of Water and Environment" means the Recipient's ministry responsible for forestry, or any successor thereto.
20. "National Forestry Authority" and the acronym "NFA" mean the established and operating pursuant to the National Forestry and Tree Planting Act 8/2003 and responsible for, *inter alia*, developing and managing all Central Forest Reserves.
21. "National Park" means an area of international or national importance which due to its biological diversity, landscape of natural heritage has been described as a national park, under the Uganda Wildlife Act 2019.
22. "Office of the Prime Minister" means the office of the Recipient's prime minister or any successor thereto.
23. "Person with Special Needs" any person meeting the criteria set by UNHCR and the Office of the Prime Minister namely: girls and boys at risk, including unaccompanied and separated children, persons with serious health conditions, persons with special legal or physical protection needs, single women, women-headed households, older persons (persons over 60 years), persons with disabilities, and persons with a diverse sexual orientation or gender identity and the term "Persons with Special Needs" means all such persons
24. "Plantation Scheme Operator" means the body referred to "in Section I.A.2(c) of Schedule 2 to the Financing Agreement.
25. "Procurement Regulations" means, for purposes of paragraph 87 of the Appendix to the General Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated July 2016, revised November 2017 and August 2018.
26. "Project Implementation Manual" means the manual acceptable to the Association, referred to in Section I.B.1.b (ii) of Schedule 2 to this Agreement, as the same may be amended from time to time with prior written agreement of the Association, and such term includes any schedules to the Project Implementation Manual.
27. "Project Steering Committee" means the committee referred to in Section I.A.2(a) of Schedule 2 to the Financing Agreement.
28. "Project Coordination Unit" means the body referred to in Section I.A.2(b) of Schedule 2 to the Financing Agreement.



29. "Protected Areas" means collectively National Parks, Wildlife Reserves and Central Forest Reserves.
30. "Refugee Hosting Areas" means the following districts in the territory of the Recipient hosting refugee communities or affected by presence of refugee communities: Adjumani, Amuru, Arua, Hoima, Kagadi, Kakumiro, Kamwenge, Kibaale, Kikuube, Kiryandongo, Koboko, Kyegegwa, Lamwo, Madi Okollo, Moyo, Obongi, and Yumbe and other districts agreed in writing by the Recipient and the Association and included in the Project Implementation Manual.
31. "Target Landscapes" means the districts within the Albertine Rift and Refugee Hosting Areas.
32. "Training" means the costs associated with training provided under the Project based on the Annual Work Plan and Budget, and consisting of reasonable expenditures (other than expenditures for consultants' services) for: (a) travel, room, board and per diem expenditures incurred by trainers and trainees in connection with their training and by non-consultant training facilitators; (b) course fees; (c) training facility rentals; and (d) training material preparation, acquisition, reproduction and distribution expenses.
33. "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.
34. "Uganda Wildlife Authority" and the acronym "UWA" mean a government agency, responsible for conserving and managing Uganda's wildlife, operating pursuant to the Uganda Wildlife Act of 2019.
35. "UNHCR" means the United Nations High Commissioner for Refugees, a global organization set up in 1950 and dedicated to saving lives, protecting rights and building a better future for refugees, forcibly displaced communities and stateless people.
36. "Wildlife Reserve" means any area of national or local importance which because of its biological diversity, landscape, or natural heritage is provided for as a wildlife reserve under section 26 of the Uganda Wildlife Act of 2019.





Government of Uganda

Ministry of Water and Environment

**Investing in Forests and Protected Areas
For Climate-Smart Development
Project**

**ENVIRONMENTAL and SOCIAL
COMMITMENT PLAN (ESCP)**

March 18, 2020

A handwritten signature in blue ink, consisting of a stylized 'S' followed by a vertical line.

A handwritten signature in blue ink, consisting of a stylized 'N' followed by a vertical line.

Borrower: Republic of Uganda/Ministry of Finance, Planning and Economic Development

Implementing Agencies: Ministry of Water and Environment, National Forestry Authority, Uganda Wildlife Authority, Ministry of Tourism, Wildlife and Antiquities

Investing in Forests and Protected Areas for Climate-Smart Development Project

ENVIRONMENTAL AND SOCIAL COMMITMENT PLAN

1. Republic of Uganda is planning to implement the Uganda Investing in Forests and Protected Areas for Climate-Smart Development Project (the Project), with the involvement of the following Ministries/agencies/units: Ministry of Water and Environment, Ministry of Tourism, Wildlife and Antiquities, Uganda Wildlife Authority (UWA), National Forestry Authority (NFA) and Local Government/Districts. The International Development Association (hereinafter the Association) has agreed to provide financing for the Project.
2. Republic of Uganda/Ministry of Finance, Planning and Economic Development (MOFPED) will implement material measures and actions so that the Project is implemented in accordance with the World Bank Environmental and Social Standards (ESSs). This Environmental and Social Commitment Plan (ESCP) sets out a summary of the material measures and actions, any specific documents or plans, as well as the timing for each of these.
3. The Republic of Uganda / MOFPED will also comply with the provisions of any other E&S documents required under the ESF and referred to in this ESCP, such as the Environmental and Social Management Framework, Process Framework, and the Stakeholder Engagement Framework developed for the Project, as well as Environmental and Social Management Plans (ESMPs), and Environmental, Health and Safety Plans, etc. that will be developed for the Project.
4. The Republic of Uganda / MOFPED is responsible for compliance with all requirements of the ESCP even when implementation of specific measures and actions is conducted by the Ministry, agency or unit referenced in 1. above.
5. Implementation of the material measures and actions set out in this ESCP will be monitored and reported to the Association by Republic of Uganda/ MOFPED as required by the ESCP and the conditions of the legal agreement, and the Association will monitor and assess progress and completion of the material measures and actions throughout implementation of the Project.
6. As agreed by the Association and Republic of Uganda/ MOFPED, this ESCP may be revised from time to time during Project implementation, to reflect adaptive management of Project changes and unforeseen circumstances or in response to assessment of Project performance conducted under the ESCP itself. In such circumstances, Republic of Uganda/ MOFPED will agree to the changes with the Association and will update the ESCP to reflect such changes. Agreement on changes to the ESCP will be documented

through the exchange of letters signed between the Association and the Republic of Uganda/ MOFPED. The Republic of Uganda/ MOFPED will promptly disclose the updated ESCP.

7. Where Project changes, unforeseen circumstances, or Project performance result in changes to the risks and impacts during Project implementation, the Republic of Uganda/ MOFPED shall provide additional funds, if needed, to implement actions and measures to address such risks and impacts, which may include environmental, health, and safety impacts, labor influx, and gender-based violence risks.



Uganda Investing in Forests and Protected Areas for Climate-Smart Development ENVIRONMENTAL AND SOCIAL COMMITMENT PLAN 30 January, 2020				
<i>Summary of the Material Measures and Actions to Mitigate the Project's Potential Environmental and Social Risks and Impacts</i>		<i>Timeframe</i>	<i>Responsibility / Authority and Resources/Funding Committed</i>	<i>Date of Completion</i>
ESCP Monitoring and Reporting				
	REGULAR REPORTING: Prepare and submit regular monitoring reports on the implementation of the ESCP, including but not limited to the implementation of the ESCP, status of preparation and implementation of E&S documents required under the ESCP, stakeholder engagement activities, functioning of the grievance mechanism(s). INCIDENTS AND ACCIDENTS NOTIFICATION: In case of occurrence of an incident or accident related or having an impact on the Project which has, or are likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, the MWEMLAE shall: (a) as soon as reasonably practicable, but no later than five (05) calendar days after having been informed of the occurrence of such incident or accident, inform the Association by any electronic means of its nature, or circumstance and any effect or impact resulting or likely to result there from; (b) as soon as reasonably practicable, but no later than twenty (20) days after such incident or accident, provide the Association with a summary report that includes a description of the incident or accident, and the measures, if any, that the Republic of Uganda is taking or plans to take to address it and to prevent any future similar event; and (c) keep the Association informed of the on-going implementation of the said measures and plans.	Quarterly reporting throughout Project implementation	Ministry of Water and Environment Funding: project	Throughout project implementation
		Promptly after taking notice of the incident or accident and at the latest 5 days after such events. For incidents classified as "serious" and "severe", notify the Association within 24 hours of such incidents occurring.	Ministry of Water and Environment Funding: project	Throughout project implementation

Uganda Investing in Forests and Protected Areas for Climate-Smart Development ENVIRONMENTAL AND SOCIAL COMMITMENT PLAN 30 January, 2020				
<i>Summary of the Material Measures and Actions to Mitigate the Project's Potential Environmental and Social Risks and Impacts</i>				
	<i>Timeframe</i>	<i>Responsibility / Authority and Resources/Funding Committed</i>	<i>Date of Completion</i>	
CONTRACTORS MONTHLY REPORTS Receive, review and submit to the Association the contractors' monthly monitoring reports	Monthly, within 5 days of receipt of reports from contractors	UWA and NFA through Ministry of Water and Environment (MWE) Funding: project	Throughout project implementation	
SUMMARY ASSESSMENT				
ESS 1: ASSESSMENT AND MANAGEMENT OF ENVIRONMENTAL AND SOCIAL RISKS AND IMPACTS				
1.1	ORGANIZATIONAL STRUCTURE: Establish and maintain an organizational structure with qualified staff and resources to support management of E&S risks throughout Project implementation. (appointment of at least one E&S focal point at MWE and one E&S focal point in the National Forestry Authority (NFA) and Uganda Wildlife Authority (UWA). These focal points will be responsible for the day to day implementation of ESMF and PF.			
1.2	ENVIRONMENTAL AND SOCIAL ASSESSMENT: Implement the Environmental and Social Framework (ESMF), the Process Framework and the Vulnerable and Marginalized Groups Framework (ESMF)			
	Throughout project implementation	MWE Budget: Project	Throughout project implementation	

Uganda Investing in Forests and Protected Areas for Climate-Smart Development ENVIRONMENTAL AND SOCIAL COMMITMENT PLAN 30 January, 2020				
<i>Summary of the Material Measures and Actions to Mitigate the Project's Potential Environmental and Social Risks and Impacts</i>				
		<i>Timeframe</i>	<i>Responsibility / Authority and Resources/Funding Committed</i>	<i>Date of Completion</i>
1.3	MANAGEMENT TOOLS AND INSTRUMENTS: Screen any proposed project activity in accordance with the Environmental and Social Management Framework (ESMF) prepared for the Project, and, thereafter, draft, adopt, and implement the Environmental and Social Management Plan (ESMP), as required, in a manner acceptable to the Association.	Before commencement of specific activities	MWE, NFA, and UWA Budget: Project	Throughout project implementation
1.4	MANAGEMENT OF CONTRACTORS: Develop and implement procedures for managing contractors and subcontractors. Include systematically Environmental and Social provisions in all bidding documents, with an obligation for each contractor to report. Incorporate systematically the contractual obligation to prepare an Environmental Health and Safety (EHS) plan proportionate to the work scoping.	Prior to the preparation of procurement documents. Supervise contractors throughout Project implementation	MWE, NFA, and UWA Budget: Project	Throughout project implementation
ESS 2: LABOUR AND WORKING CONDITIONS				
2.1	LABOR MANAGEMENT PROCEDURES: Develop labor management procedures. Activities to be implemented by Government agencies/Districts will apply Public Service Standing Orders	Labor management procedures developed and adopted prior to engaging Project workers and maintained throughout Project implementation	MWE, NFA, UWA Financing: project	Throughout project implementation

Uganda Investing in Forests and Protected Areas for Climate-Smart Development ENVIRONMENTAL AND SOCIAL COMMITMENT PLAN 30 January, 2020				
<i>Summary of the Material Measures and Actions to Mitigate the Project's Potential Environmental and Social Risks and Impacts</i>		<i>Timeframe</i>	<i>Responsibility / Authority and Resources/Funding Committed</i>	<i>Date of Completion</i>
	Workers employed/contracted by NGOs and Private Companies will apply own policies. These policies will be assessed for their consistency and adequacy with the Project Labor Management Procedures and national Labour laws prior to entering implementation contract or agreements. Project Consultants/contracted staff will be managed in accordance with Contract terms and conditions. Contract terms and conditions will be assessed for their compliance with the project labor management procedures. Overall project labor management procedures will be integrated in the Project Implementation Manual			
2.2	GRIEVANCE MECHANISM FOR PROJECT WORKERS: Establish, maintain and operate a grievance mechanism for Project workers.	Grievance mechanism operational prior to engaging Project workers and maintained throughout Project implementation	MWE, NFA, UWA Financing: project	Throughout project implementation
2.3	OCCUPATIONAL HEALTH AND SAFETY (OHS) MEASURES: Prepare, adopt, and implement occupational, health and safety (OHS) measures specified in the ESMP.	OHS Measures operational prior to engaging Project workers and maintained throughout Project implementation	MWE, NFA, UWA Financing: project	Throughout project implementation
ESS 3: RESOURCE EFFICIENCY AND POLLUTION PREVENTION AND MANAGEMENT				

Uganda Investing in Forests and Protected Areas for Climate-Smart Development ENVIRONMENTAL AND SOCIAL COMMITMENT PLAN
30 January, 2020

Summary of the Material Measures and Actions to Mitigate the Project's Potential Environmental and Social Risks and Impacts

		Timeframe	Responsibility / Authority and Resources/Funding Committed	Date of Completion
3-1	RESOURCE EFFICIENCY AND POLLUTION PREVENTION AND MANAGEMENT: Include in all contractor contracts requirements for proper disposal of all liquid and solid waste (including plastic trash) and construction waste, sanitation management, including management of any associated dust emission, and management of potential pollution of water sources, noise impacts during construction and operation. Include, in each contractor contract, a requirement to restore any newly-created borrow pits as either permanent or seasonal ponds or with contours similar to pre-project conditions.	Prior to signing contractor contracts	NFA, UWA Financing: project	Throughout project implementation
ESS 4: COMMUNITY HEALTH AND SAFETY				
4.1	COMMUNITY HEALTH AND SAFETY: Implement measures and action to assess and manage specific risks and impacts to the community arising from Project activities, including in relation to labor influx, specific construction risks as defined in the ESMF	General guidelines will be outlined in the ESMF Throughout project implementation	MWE, UWA, NFA Funding: Project	Throughout project implementation
4.2	GBV AND SEA RISKS: Prepare and Adopt a Gender-Based Violence Action Plan	By effectiveness of the financing agreement for the Project	MWE, NFA and UWA Funding: project	By effectiveness of the financing agreement for the Project
4.3	GBV AND SEA RISKS:	Throughout project implementation	MWE, NFA and UWA Funding: project	Throughout project implementation

Uganda Investing in Forests and Protected Areas for Climate-Smart Development ENVIRONMENTAL AND SOCIAL COMMITMENT PLAN
30 January, 2020

Summary of the Material Measures and Actions to Mitigate the Project's Potential Environmental and Social Risks and Impacts

		<i>Timeframe</i>	<i>Responsibility / Authority and Resources/Funding Committed</i>	<i>Date of Completion</i>
	Implement measures and actions to assess and manage the risks of gender-based violence (GBV) and sexual exploitation and abuse (SEA) as outlined in the environmental and social management framework including establishing a response mechanism to eventual case i.e. referral to medical, psychosocial support, etc.			
4.4	SECURITY PERSONNEL: Follow principles of the Good Practice Note on Use of Security Personnel with respect to any enforcement activities being supported under the project.	Throughout project implementation	MWE, NFA and UWA Funding: project	Throughout project implementation
4.5	TRAINING FOR THE COMMUNITY: Conduct activities for the community designed to heighten awareness of risks and to mitigate impacts specified in this section.	Throughout project implementation	MWE, NFA and UWA Funding: project	Throughout project implementation
ESS 5: LAND ACQUISITION, RESTRICTIONS ON LAND USE AND INVOLUNTARY RESETTLEMENT				
5.1	RESTRICTION OF ACCESS: Implement livelihoods activities in communities that experience restriction of access to protected areas as a result of the project, consistent with the Process Framework Livelihood Restoration Activities in response to access restriction will be included in Collaborative Forest Management agreements and Collaborative Resource Use Memoranda of Understanding entered into by NFA and UWA respectively with communities adjacent to	Throughout project implementation	MWE, NFA and UWA Funding: project	Throughout project implementation

Uganda Investing in Forests and Protected Areas for Climate-Smart Development ENVIRONMENTAL AND SOCIAL COMMITMENT PLAN 30 January, 2020				
<i>Summary of the Material Measures and Actions to Mitigate the Project's Potential Environmental and Social Risks and Impacts</i>				
		Timeframe	Responsibility / Authority and Resources/Funding Committed	Date of Completion
5.2	protected areas. Funding for implementation of these activities already included in project budget. MONITORING AND REPORTING: Ensure that monitoring and reporting on implementation of process framework is conducted as part of regular reporting.	Throughout project implementation	MWE, NFA and UWA Funding: project	Throughout project implementation
ESS 6: BIODIVERSITY CONSERVATION AND SUSTAINABLE MANAGEMENT OF LIVING NATURAL RESOURCES				
6.1	BIODIVERSITY RISKS AND IMPACTS: Screen project activities (including civil works) to avoid any significant loss or degradation of natural habitats and to avoid damaging any protected areas or critical habitats, in accordance with the project ESMF.	Throughout project implementation	MWE, NFA and UWA Funding: project	Throughout project implementation
ESS 7: INDIGENOUS PEOPLES/SUB-SAHARAN AFRICAN HISTORICALLY UNDERSERVED TRADITIONAL LOCAL COMMUNITIES				
7.1.	INDIGENOUS PEOPLES PRESENT OR COLLECTIVELY ATTACHED TO PROJECT AREA: Ensure that activities in / around Bwindi Impenetrable National Park, Mgahinga National Park, Semuliki National Park and Echuya Central Forest Reserve which are areas where the Batwa are present and have collective attachment to are undertaken after consultations with the Batwa groups in a culturally appropriate way and recorded in site-specific Vulnerable and Marginalized Groups Plans.	Before initiating activities in four named protected areas	NFA and UWA Funding: project	Throughout project implementation
ESS 8: CULTURAL HERITAGE				

Uganda Investing in Forests and Protected Areas for Climate-Smart Development ENVIRONMENTAL AND SOCIAL COMMITMENT PLAN 30 January, 2020				
<i>Summary of the Material Measures and Actions to Mitigate the Project's Potential Environmental and Social Risks and Impacts</i>		<i>Timeframe</i>	<i>Responsibility / Authority and Resources/Funding Committed</i>	<i>Date of Completion</i>
8.1	CHANCE FINDS: Include a chance finds procedure in all contractor contracts	Prior to signing contractor contracts	UWA and NFA Funding: project	Throughout project implementation
8.2	CULTURAL HERITAGE: Ensure that consideration of ESS8 requirements is included in ESMPs if and as required	Prior to approval of ESMPs	UWA and NFA Funding: project	Throughout project implementation
ESS 9: FINANCIAL INTERMEDIARIES				
Not applicable to the project				
ESS 10: STAKEHOLDER ENGAGEMENT AND INFORMATION DISCLOSURE				
10.1	SEP PREPARATION: Prepare, disclose and implement a Stakeholder Engagement Plan (SEP) in accordance with the Stakeholder Engagement Framework	Prior to start of implementation of activities	MWE Funding: Project	Prior to start of implementation of activities
10.2	PROJECT GRIEVANCE MECHANISM: Prepare, adopt, maintain and operate a grievance mechanism.	Prior to start of implementation of activities	MWE Funding: Project	Prior to start of implementation of activities
Capacity Support				
Specify Training to be provided		Specify Targeted Groups and Timeframe for Delivery		
Training on World Bank E&S Standards		Staff leading implementation of project supported activities in targets areas – Park Wardens (UWA), senior rangers (UWA), Sector Managers and rangers (NFA), District Forest Officers		
Information on World Bank's Safeguards Incidents Reporting Tool (SIRT) provided		All implementing agencies' staff involved in project activities		