

**No. 45235\***

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**International Bank for Reconstruction and Development  
and  
Panama**

**Global Environment Facility Grant Agreement (Rural Productivity and Consolidation of the Atlantic Mesoamerican Biological Corridor Project) between the Republic of Panama and the International Bank for Reconstruction and Development acting as an Implementing Agency of the Global Environment Facility (with schedules, appendix and Standard Conditions for Grants made by the World Bank as an Implementing Agency of the Global Environment Facility, dated 22 March 2006). Washington, 23 June 2006**

**Entry into force:** *18 January 2007 by notification*

**Authentic texts:** *English*

**Registration with the Secretariat of the United Nations:** *International Bank for Reconstruction and Development, 9 September 2008*

*\*The texts reproduced below are the original texts of the agreement as submitted. For ease of reference, they were sequentially paginated. The relevant Treaty Series volume will be published in due course.*

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**Banque internationale pour la reconstruction et le développement  
et  
Panama**

**Accord de don au service de l'environnement global (Projet de productivité rurale et de consolidation du corridor biologique mésoaméricain de l'Atlantique) entre la République de Panama et la Banque internationale pour la reconstruction et le développement agissant en qualité d'Agence d'exécution du service de l'environnement global (avec annexes, appendice et Conditions générales pour les dons faits par la Banque mondiale agissant en qualité d'Agence d'exécution du service de l'environnement global, en date du 22 mars 2006). Washington, 23 juin 2006**

**Entrée en vigueur :** *18 janvier 2007 par notification*

**Textes authentiques :** *anglais*

**Enregistrement auprès du Secrétariat des Nations Unies :** *Banque internationale pour la reconstruction et le développement, 9 septembre 2008*

\**Les textes reproduit ci-dessous sont les textes authentiques de l'accord tel que soumises pour l'enregistrement. Pour référence, ils ont été présentés sous forme de la pagination consécutive. Le volume correspondant du Recueil des Traités sera disponible en temps utile.*

[ ENGLISH TEXT – TEXTE ANGLAIS ]

GEF TRUST FUND GRANT NUMBER TF056628

**GLOBAL ENVIRONMENT FACILITY GRANT AGREEMENT**

AGREEMENT dated June 23, 2006, entered into between REPUBLIC of PANAMA ("Recipient") and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("Bank"), acting as an implementing agency of the Global Environment Facility, established pursuant to Resolution No. 91-5 of March 14, 1991 and Resolution No. 94-2 of May 24, 1994 of the Executive Directors of the World Bank ("GEF") for grant funds provided to the GEF Trust Fund by certain members of the Bank as participants of the GEF ("GEF Grant Agreement"). The Recipient and the Bank hereby agree as follows:

**ARTICLE I – GEF STANDARD CONDITIONS; DEFINITIONS**

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

**ARTICLE II – THE PROJECT**

- 2.01. The Recipient declares its commitment to the objective of the project described in Schedule 1 to this Agreement ("Project"). To this end, the Recipient shall cause ANAM to carry out the Project in accordance with the provisions of Article II of the GEF Standard Conditions.
- 2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the Recipient and the Bank shall otherwise agree, the Recipient shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

**ARTICLE III – THE GRANT**

- 3.01. The Bank agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant in an amount equal to six million Dollars (USD 6,000,000) ("GEF Grant") to assist in financing the Project.
- 3.02. The Recipient may withdraw the proceeds of the GEF Grant in accordance with Section IV of Schedule 2 to this Agreement.

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**ARTICLE IV – EFFECTIVENESS; TERMINATION**

- 4.01. The Condition of Effectiveness consists of the following, namely, that the Subsidiary Agreement has been executed on behalf of the Recipient and ANAM and has become effective.
- 4.02. The Additional Legal Matter consists of the following, namely that the Subsidiary Agreement has been duly authorized or ratified by the Recipient and ANAM and is legally binding upon the Recipient and ANAM in accordance with its terms (as evidenced by an opinion satisfactory to the Bank of counsel acceptable to the Bank).
- 4.03. Without prejudice to the provisions of the GEF Standard Conditions, the Effectiveness Deadline is the date (90) days after the date of this Agreement, but in no case later than the eighteen months after the Bank's approval of the GEF Grant Agreement which expire on December 24, 2007.
- 4.04. For purposes of Section 6.01 of the GEF Standard Conditions, the date on which the obligations of the Recipient under the GEF Grant Agreement shall terminate is the date 20 years after the date of the GEF Grant Agreement.
- 4.05. If, before the Effective Date, any event has occurred which would have entitled the Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if the Grant Agreement had been effective, the Bank may postpone the dispatch of the notice referred to in this Section until such event (or events) has (or have) ceased to exist.

**ARTICLE V – REPRESENTATIVE; ADDRESSES**

- 5.01. The Recipient's Representative referred to in Section 6.03 of the GEF Standard Conditions is its Minister of Economy and Finance.
- 5.02. The Recipient's Address referred to in Section 6.02 of the GEF Standard Conditions is:

Ministerio de Economía y Finanzas  
Dirección de Cooperación Técnica Internacional  
Vía España, Calle 52  
Edificio OGAWA, 2 Piso  
Panamá, República de Panamá  
Facsimile: (507) 269-5863

- 5.03. The Bank's Address referred to in Section 6.02 of the GEF Standard Conditions is:

International Bank for  
Reconstruction and Development  
1818 H Street, N.W.  
Washington, D.C. 20433  
United States of America

Cable Address:	Telex:	Facsimile:
INTBAFRAD	248423 (MCI) or	1-202-477-6391
Washington, D.C.	64145 (MCI)	

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AGREED at the District of Columbia, United States of America, as of the day and year first above written.

REPUBLIC OF PANAMA

By /s/ Federico Humbert

Authorized Representative

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

By /s/ Jane Armitage

Authorized Representative