Global Environment Facility
Trust Fund Project Agreement

(Nyika Transfrontier Conservation Area Project)

between

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

and

ZAMBIA WILDLIFE AUTHORITY

Dated November 14, 2011
GLOBAL ENVIRONMENT FACILITY
TRUST FUND PROJECT AGREEMENT

AGREEMENT dated November 14, 2011, entered into between INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("World Bank"), acting as an Implementing Agency of the Global Environment Facility ("GEF") and Zambia Wildlife Authority ("Project Implementing Entity") ("Project Agreement") in connection with the Grant Agreement ("Grant Agreement") of same date between the REPUBLIC OF ZAMBIA ("Recipient") and the World Bank, acting as an Implementing Agency of the GEF. The World Bank and the Project Implementing Entity hereby agree as follows:

ARTICLE I — STANDARD CONDITIONS; DEFINITIONS

1.01. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the Grant Agreement or the Standard Conditions.

ARTICLE II — PROJECT

2.01. The Project Implementing Entity declares its commitment to the objectives of the Project. To this end, the Project Implementing Entity shall carry out the Project with due diligence and efficiency, in conformity with appropriate administrative, technical, financial, economic, environmental and social standards and practices, and in accordance with the provisions of this Agreement, and shall provide promptly as needed, the funds, facilities, services and other resources required for the Project.

2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the World Bank and the Project Implementing Entity shall otherwise agree, the Project Implementing Entity shall carry out the Project in accordance with the provisions of the Schedule to this Agreement.

ARTICLE III — REPRESENTATIVE; ADDRESSES

3.01. The Project Implementing Entity’s Representative is its Director General.

3.02. 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, NW
Washington, DC 20433
United States of America

Cable: INTBAFRAD
Telex: 248423 (MCI)
Facsimile: 1-202-477-6391

Washington, D.C.
3.03. The Project Implementing Entity’s Address is:

Zambia Wildlife Authority
Private bag 1
Chilanga, Zambia

Cable: Telex: Facsimile:

+260-1-278244 / 365

AGREED at Lusaka, Republic of Zambia, as of the day and year first above written.

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

By

Authorized Representative

ZAMBIA WILDLIFE AUTHORITY

By

Authorized Representative
SCHEDULE

Execution of the Project

Section I. Implementation Arrangements

A. Institutional Arrangements.

The Project Implementing Entity shall implement the Project with the technical assistance of the Forestry Department.

B. Subsidiary Agreement

The Project Implementing Entity shall duly perform all its obligations under the Subsidiary Agreement. Except as the World Bank shall otherwise agree, the Project Implementing Entity shall not take or concur in any action which would have the effect of amending, abrogating, assigning or waiving the Subsidiary Agreement or any provision thereof.

C. Anti-Corruption

The Project Implementing Entity shall ensure that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines.

D. Project Implementation Manual

1. The Project Implementing Entity shall prepare and adopt a manual, in form and substance satisfactory to the World Bank, setting out the detailed arrangements and procedures for: (a) institutional coordination and day-to-day execution of the Project; (b) Project budgeting, disbursement and financial management; (c) procurement; (d) monitoring, evaluation, reporting and communication; and (e) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for the Project (“Project Implementation Manual”).

2. The Project Implementing Entity shall carry out the Project in accordance with the guidelines and procedures set out in the Project Implementation Manual (provided, however, that in case of any conflict between the arrangements and procedures set out in the Project Implementation Manual and the provisions of this Agreement, the provisions of this Agreement shall prevail) and, except as the Association shall otherwise agree in writing, shall not amend, abrogate or waive any provision of the Project Implementation Manual.

E. Work Plans and Budgets

1. The Project Implementing Entity shall prepare and furnish to the Recipient, not later than November 15 in each year during the implementation of the Project for forwarding to the World Bank for the latter’s approval in accordance with the provisions of Section I.D of Schedule 2 to the Grant Agreement, a proposed annual work plan and related budget
containing all activities proposed to be carried out under the Project in the following calendar year.

2. The Project Implementing Entity shall ensure the implementation, monitoring and evaluation of each annual work plan, in accordance with the provisions set forth in this Agreement and the Grant Agreement.

F. Environmental and Social Safeguards

1. The Project Implementing Entity shall carry out the Project in accordance with the Environmental and Social Management Framework (ESMF), the Resettlement Policy Framework (RPF) and the Process Framework (PF), and any environmental management plans, resettlement action plans and community action plans developed by the Recipient under Section I.G of the Grant Agreement.

2. The Project Implementing Entity shall not amend, abrogate or waive, or permit to be amended, abrogated or waived, the ESMF, the RPF, the PF, or any resettlement action plans, community action plans or environmental management plans prepared pursuant to Section I.G of the Grant Agreement, or any provision thereof.

3. The Project Implementing Entity shall ensure that the reports referred to in Part A of Section II of this Schedule include adequate information on monitoring the measures defined in the ESMF, the RPF, the PF, and any resettlement action plans or environmental management plans prepared pursuant to paragraph 1 of this Part F.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

1. The Project Implementing Entity shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of indicators acceptable to the World Bank. Each such Project Report shall cover the period of one calendar semester, and shall be furnished to the Recipient not later forty five (45) days after the end of the period covered by such report for incorporation and forwarding by the Recipient to the World Bank of the overall Project Report.

2. The Project Implementing Entity shall prepare a completion report on the Project under terms of reference and in form and substance acceptable to the World Bank, for incorporation in the Recipient's Completion Report required of the Recipient in accordance with the provisions of Section 2.06 of the Standard Conditions. Such completion report shall be furnished to the Recipient not later than three (3) months after Closing Date.

B. Financial Management, Financial Reports and Audits

1. The Project Implementing Entity shall maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards
acceptable to the World Bank, both in a manner adequate to reflect the operations and financial condition of the Project Implementing Entity, including the operations, resources and expenditures related to the Project.

2. The Project Implementing Entity shall have its financial statements referred to above audited by independent auditors acceptable to the World Bank, in accordance with consistently applied auditing standards acceptable to the World Bank. Each audit of these financial statements shall cover the period of one fiscal year of the Project Implementing Entity. The Project Implementing Entity shall ensure that the audited financial statements for each period shall be: (a) furnished to the Recipient and the World Bank not later than six (6) months after the end of the period; and (b) made publicly available in a timely fashion and in a manner acceptable to the World Bank.

Section III. **Procurement**

All goods, works and services required for the Project and to be financed out of the proceeds of the Grant shall be procured in accordance with the provisions of Section III of Schedule 2 to the Grant Agreement.