Global Environment Facility
Project Agreement
(Hwange-Sanyati Biological Corridor Project)

between

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

and

WORLD WIDE FUND FOR NATURE

Dated 24 July, 2014
PROJECT AGREEMENT

AGREEMENT dated _24 July_, 2014, ("Project Agreement"), entered into between INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("World Bank"), acting as an Implementing Agency of the Global Environment Facility on the one hand, and WORLD WIDE FUND FOR NATURE, a legal entity established and operating pursuant to the PIE Documentation (as hereinafter defined) ("Project Implementing Entity"), on the other hand, in connection with the Grant Agreement ("Grant Agreement") of same date between the REPUBLIC OF ZIMBABWE ("Recipient") and the World Bank. The World Bank and the Project Implementing Entity hereby agree as follows:

ARTICLE I — STANDARD CONDITIONS; DEFINITIONS

1.01. The Standard Conditions (as defined in the Appendix to the Grant Agreement) constitute an integral 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 Grant Agreement, this 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 in accordance with the provisions of Article II of the Standard Conditions, 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:

(a) carry out the Project in accordance with the provisions of the Schedule to this Agreement; and

(b) except as otherwise provided in Schedule 2 to the Grant Agreement, carry out the Recipient’s obligations set forth in Sections 2.02 (Insurance), 2.04 (Use of Goods, Works and Services; Maintenance of Facilities), 2.05 (Documents; Records), 2.06(a) and (b)(i) (Project Monitoring, Reporting and Evaluation), 2.07 (Financial Management;
Financial Statements; Audits), 2.09(b) and (c) (Visits); and Article III (Withdrawal of Grant Proceeds) of the Standard Conditions.

ARTICLE III — REPRESENTATIVE; ADDRESSES

3.01. The Director General of the Project Implementing Entity (or any person authorized in writing by such representative for the purpose) ("Project Implementing Entity's Representative"), is hereby designated by the Project Implementing Entity, for the purpose of taking any action required or permitted to be taken pursuant to this agreement, and executing any documents required or permitted to be executed pursuant to this agreement on behalf of the Project Implementing Entity.

3.02. Any notice (or request) pursuant to this Agreement shall be in writing. Such notice (or request) shall be deemed to have been duly given (or made) when it has been delivered by hand or by mail, telex or facsimile (or, if permitted under this Agreement, by other electronic means) to the party to which such notice (or request) is directed ("Addressee"), at the address specified below in this Section for the purpose (or at such other address as the Addressee shall have designated by notice to the party giving such notice or making such request) ("Address"). Deliveries made by facsimile transmission shall also be confirmed by mail.

(a) The World Bank’s Address is:

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

Cable: INTBAFRAD
Telex: 248423 (MCI) or 64145 (MCI)
Facsimile: +1-202-477-6391
Telephone:

(b) The Project Implementing Entity’s Address is:

Director General
World Wide Fund for Nature
Avenue du Mont-Blanc
1196 Gland
Switzerland

Telephone: +41 22 3649542
Facsimile: +41 22 9950867
with copy sent to:

Director
WWF Zimbabwe
10 Lanark Road,
P.O. Box CY 1409,
Causeway,
Harare, Zimbabwe

Telephone: +263 4 252533
Facsimile: +263 4 703902

3.03. The Project Implementing Entity shall furnish to the World Bank: (a) sufficient evidence of the authority of the Project Implementing Entity's Representative; and (b) the authenticated specimen signature of such representative.
AGREED at HARARE, ZIMBABWE, as of the day and year first above written.

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
(acting as administrator of the Global Environment Facility)

By

Authorized Representative
Name: Camille Mualas
Title: Country Manager

WORLD WIDE FUND FOR NATURE

By

Authorized Representative
Name: Enos Shumba
Title: Interim Country Director

Authorized Representative
Name: Gedyin Mativha
Title: Finance Manager
SCHEDULE

Execution of the Project

Section I. Implementation Arrangements

A. Staffing

1. In order to ensure the proper implementation of the Project, the Project Implementing Entity shall maintain at all times throughout the Project period, an office in the Recipient’s territory, with terms of reference and resources acceptable to the World Bank, supported by qualified and experienced staff in adequate numbers.

2. Without limitation on the foregoing, the Project Implementing Entity shall ensure that the following staff, with qualifications, experience and terms and conditions of employment acceptable to the World Bank shall be at all times assigned to said office: (a) a finance manager; (b) an accountant; and (c) an administrative assistant.

B. Project Implementation Manual

1. The Project Implementing Entity shall prepare, in accordance with terms of reference acceptable to the World Bank and furnish to the Recipient for its approval and to the World Bank for its subsequent approval pursuant to Section I.C.1 of Schedule 2 to the Grant Agreement, an implementation manual for the Project containing detailed administrative, procurement, financial management, safeguards, monitoring and evaluation procedures and arrangements for the Project.

2. The Project Implementing Entity shall exchange views with the Recipient and the World Bank on such Project implementation manual; and thereafter adopt such Project implementation manual as shall have been endorsed by the Recipient and approved by the World Bank (“Project Implementation Manual”).

3. The Project Implementing Entity shall:

   (a) ensure that the Project is carried out in accordance with the Project Implementation Manual, as the same may be updated in accordance with the provisions of Section I.C.3 of Schedule 2 to the Grant Agreement, and subsequently from time to time with the prior written agreement of the World Bank; and

   (b) not otherwise revise or waive any provision of the Project Implementation Manual without the prior written agreement of the World Bank.
4. Notwithstanding the foregoing, in the event of any inconsistency between the provisions of the Project Implementation Manual and those of the Grant Agreement or Project Agreement, the provisions of the Grant Agreement and Project Agreement shall prevail.

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. Annual Work Programs

1. The Project Implementing Entity shall, not later than November 15 in each calendar year, prepare and furnish to the Recipient for its endorsement pursuant to Section I.D of Schedule 2 to the Grant Agreement and to the World Bank for its subsequent approval, a program of activities proposed for inclusion in the Project during the following calendar year, including: (a) a detailed timetable for the sequencing and implementation of such activities; and (b) a proposed financing plan for such activities.

2. The Project Implementing Entity shall exchange views with the Recipient and the World Bank on each such proposed annual work program, and shall thereafter carry out such program of activities during such following year as shall have been endorsed by the Recipient and approved by the World Bank pursuant to Section I.D of Schedule 2 to the Grant Agreement (“Annual Work Program”).

3. Only those activities which are included in an Annual Work Program shall be included in the Project and eligible for financing out of the proceeds of the Grant.

4. The Project Implementing Entity shall ensure that in preparing any training or workshops proposed for inclusion in the Project under an Annual Work Program it shall include in the proposed Annual Work Program: (a) the objective and content of the training or workshop envisaged; (b) the selection method of the institutions or individuals conducting such training or workshop, and said institutions if already known; (c) the expected duration and an estimate of the cost of said training or workshops; and (d) the selection method of the personnel who will attend the training or the workshop, and said personnel if already known.

E. Safeguards. The Project Implementing Entity shall ensure that the Project is carried out in accordance with the provisions of Section I.F of Schedule 2 to the Grant Agreement (Safeguards). The Project Implementing Entity shall report on compliance with the requirements of the Safeguards as part of the reporting requirements under Section II.A.1 of Schedule 2 to the Grant Agreement.
F. **Subsidiary Agreement.** The Project Implementing Entity shall perform its obligations and exercise its rights under the Subsidiary Agreement in such manner as to protect the interests of the Recipient and the World Bank and to accomplish the purposes of the Grant. Except as the World Bank shall otherwise agree, the Project Implementing Entity shall not assign, amend, abrogate or waive the Subsidiary Agreement or any of its provisions.

**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 2.06 of the Standard 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 and the World Bank not later one (1) month after the end of the period covered by such report.

2. The Project Implementing Entity shall provide to the Recipient, not later than four (4) months following the Closing Date, for incorporation in the Completion Report referred to in Section II.A.2 of Schedule 2 to the Grant Agreement, all such information as the Recipient or the World Bank shall reasonably request for the purposes of such Section.

**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 prepare and furnish to the World Bank interim unaudited financial reports for the Project not later than forty-five (45) days after the end of each calendar quarter, covering the quarter, in form and substance satisfactory to the World Bank.

3. 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 (1) 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. The Project Implementing Entity shall, in accordance with Section 2.07 of the Standard Conditions, furnish the World Bank with such additional information concerning its financial statements, their audits and their auditors as the World Bank may request.

4. In order to ensure the proper and timely audits required pursuant to paragraph 3 of this Section II.B, the Project Implementing Entity shall engage, not later than six (6) months after the Effective Date and in accordance with the provisions of Section III of this Schedule, auditors whose terms of reference, qualifications and experience shall be satisfactory to the World Bank.

Section III.  Procurement

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 provisions of Section III of Schedule 2 to the Grant Agreement.