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

between

REPUBLIC OF ZIMBABWE

and

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

Dated 24 July, 2014
GEF GRANT NUMBER TF017713

GLOBAL ENVIRONMENT FACILITY
GRANT AGREEMENT


The Recipient and the World Bank hereby agree as follows:

Article I
Standard Conditions; Definitions

1.01. The Standard Conditions for Grants Made by the World Bank Out of Various Funds, dated February 15, 2012, (“Standard Conditions”), with the modifications set forth in Section II of the Appendix to this 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 Standard Conditions or in this Agreement, including Section I of the Appendix to this Agreement.

Article II
The Project

2.01. The Recipient declares its commitment to the objectives of the project described in Schedule I to this Agreement (“Project”). To this end, the Recipient shall cause the Project Implementing Entity to carry out the Project in accordance with the provisions of Article 11 of the Standard Conditions, this Agreement and the Project Agreement.

2.02. Without limitation upon the provisions of Section 2.01 of this Agreement:

(a) the Recipient shall, except as the World Bank may otherwise agree, ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement;

(b) the Recipient and the World Bank hereby agree that except as otherwise provided in Schedule 2 to this Agreement, the Recipient’s obligations set forth in said Schedule and 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), and 2.09(b) and (c) (Visits) of the Standard Conditions shall be carried out by the Project Implementing Entity pursuant to the Project Agreement.

Article III
The Grant

3.01. The World 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 five million six hundred forty-five thousand United States Dollars ($5,645,000) ("Grant") to assist in financing the Project.

3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section IV of Schedule 2 to this Agreement. The Recipient’s Representative for purposes of taking any action required or permitted to be taken pursuant to this Section is the Project Implementing Entity’s Representative. To this end, the Recipient and the World Bank hereby agree that except as otherwise specifically provided in Schedule 2 to this Agreement, the Recipient’s obligations set forth in Article III (Withdrawal of Grant Proceeds) of the Standard Conditions shall be carried out by the Project Implementing Entity pursuant to the Project Agreement.

3.03. The Grant is funded out of the GEF for which the World Bank receives periodic contributions. In accordance with Section 3.02 of the Standard Conditions, the World Bank’s payment obligations in connection with this Agreement are limited to the amount of funds made available to it under the GEF, and the Recipient’s right to withdraw the Grant proceeds is subject to the availability of such funds.

Article IV
Additional Remedies

4.01. The Additional Events of Suspension referred to in Section 4.02(k) of the Standard Conditions consist of the following:

(a) The Recipient has taken or permitted to be taken any action which would prevent or interfere with the performance by the Project Implementing Entity of its obligations under the Project Agreement.

(b) The Project Implementing Entity has failed to perform any of its obligations under the Project Agreement.

(c) IBRD or IDA has declared the Project Implementing Entity ineligible to receive proceeds of any financing made by IBRD or IDA, or otherwise to participate in the preparation or implementation of any project financed in whole or in part by IBRD or IDA (including as administrator of funds
provided by another financier), as a result of: (i) a determination by IBRD or IDA that the Project Implementing Entity has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of any financing made by IBRD or IDA; and/or (ii) a declaration by another financier that the Project Implementing Entity is ineligible to receive proceeds of financings made by such financier or otherwise to participate in the preparation or implementation of any project financed in whole or in part by such financier as a result of a determination by such financier that the Project Implementing Entity has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of a financing made by such financier.

(d) IBRD or IDA has suspended in whole or in part the right of the Project Implementing Entity to make withdrawals under any agreement with IBRD or with IDA because of a failure by the Project Implementing Entity to perform any of its obligations under such agreement or any other agreement with IBRD or IDA.

(e) As a result of events which have occurred after the date of this Agreement, an extraordinary situation has arisen which makes it improbable that the Project Implementing Entity will be able to perform its obligations under the Project Agreement.

(f) The PIE Documentation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Project Implementing Entity to perform any of its obligations under the Project Agreement.

(g) The World Bank has determined after the Effective Date that prior to such date but after the date of this Agreement, an event has occurred which would have entitled the World Bank to suspend the Recipient's right to make withdrawals from the Grant Account if this Agreement had been effective on the date such event occurred.

(h) A representation made by the Project Implementing Entity in or pursuant to the Project Agreement, or any representation or statement furnished by the Project Implementing Entity and intended to be relied upon by the World Bank in making the Grant, was incorrect in any material respect.
Article V
Effectiveness; Termination

5.01. This Agreement shall not become effective until evidence satisfactory to the World Bank has been furnished to the World Bank that the conditions specified below have been satisfied.

(a) The execution and delivery of this Agreement on behalf of the Recipient and of the Project Agreement on behalf of the Project Implementing Entity have been duly authorized or ratified by all necessary governmental and corporate action.

(b) The Subsidiary Agreement has been executed on behalf of the Recipient and the Project Implementing Entity.

(c) The Project Implementation Manual has been approved by the Recipient and the World Bank, and adopted by the Project Implementing Entity in accordance with the provisions of Section 1.B of the Schedule to the Project Agreement.

(d) If the World Bank so requests, the condition of the Project Implementing Entity, as represented or warranted to the World Bank at the date of the Project Agreement, has undergone no material adverse change after such date.

5.02. As part of the evidence to be furnished pursuant to Section 5.01 of this Agreement, there shall be furnished to the World Bank an opinion or opinions satisfactory to the World Bank of counsel acceptable to the World Bank or, if the World Bank so requests, a certificate satisfactory to the World Bank of a competent official of the Member Country, showing the following matters:

(a) on behalf of the Recipient, that each of this Agreement and the Subsidiary Agreement has been duly authorized or ratified by, and executed and delivered on its behalf and is legally binding upon it in accordance with its terms; and

(b) on behalf of the Project Implementing Entity, that each of the Project Agreement and the Subsidiary Agreement has been duly authorized or ratified by, and executed and delivered on its behalf and is legally binding upon it in accordance with its terms.

5.03. Except as the Recipient and the World Bank shall otherwise agree, this Agreement shall enter into effect on the date upon which the World Bank dispatches to the Recipient notice of its acceptance of the evidence required pursuant to Section 5.01 of this Agreement (“Effective Date”). If, before the
Effective Date, any event has occurred which would have entitled the World Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if this Agreement had been effective, the World Bank may postpone the dispatch of the notice referred to in this Section until such event (or events) has (or have) ceased to exist.

5.04. This Agreement and all obligations of the Recipient and the World Bank under it shall terminate if it has not entered into effect by the date ninety (90) days after the date of this Agreement, unless the World Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The World Bank shall promptly notify the Recipient and Project Implementing Entity of such later date.

Article VI
Recipient’s Representative; Addresses

6.01. Subject to the provisions of Section 3.02 of this Agreement and Section IV of Schedule 2 to this Agreement, the Recipient’s Representative referred to in Section 7.02 of the Standard Conditions is its Minister of Finance and Economic Development.

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

Minister of Finance and Economic Development
Ministry of Finance and Economic Development
6th Floor, Block B, New Government Composite Building
Cnr Fourth/S. Machel Avenue
Private bag CY 7705, Causeway
Harare
Zimbabwe

Facsimile: Telephone:
263-4-792750 263-4-250967

6.03. The World Bank’s Address referred to in Section 7.01 of the Standard Conditions is:

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

Cable: Telex: Facsimile:
INTBAFRAD 248423 (MCI) or 1-202-477-6391
Washington, D.C. 64145 (MCI)
AGREED at Harare, Zimbabwe, as of the day and year first above written.

REPUBLIC OF ZIMBABWE

By

Authorized Representative

Name: Hon ONE MUTASA
Title: Acting Minister of Finance and Economic Development

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

By

Authorized Representative

Name: Camille Namah
Title: Country Manager
SCHEDULE 1

Project Description

The objective of the Project is to develop land use and resource management capacity of managers and communities in the Hwange-Sanyati Biological Corridor (HSBC).

The Project consists of the following parts, subject to such modifications thereof as the Recipient and the World Bank may agree upon from time to time:

Part A: Protected Area Management and Community Livelihoods

Improve management of the Hwange National Park (HNP) and the livelihood of communities involved in stewardship of the natural resources in the buffer area of the HNP with a focus primarily on Hwange and Tsholotsho Districts.

1. Improved Management of Hwange National Park

Improve HNP management, water and game water supply management, and support essential research and monitoring.

2. Improved Community Livelihoods through Wildlife Management

Support investments in the buffer areas of HNP through the restocking of wildlife areas; mitigating human and wildlife conflict (HWC); provision of appropriate training to the relevant rural district councils (RDCs), environment sub-committees and communities; and conducting research on HWC mitigation.

Part B: Improved Forest and Land Management

Improve forest and land management across the HSBC by developing tools to address land degradation, land use change, and deforestation.

1. Improved Forestry Management

In the Sikumi and Ngamo Forests adjacent to the HNP support better forestry and wildlife management, build capacity on REDD+ as a tool for avoiding deforestation, and produce a compendium on invasive and alien species.

2. Land Rehabilitation

Undertake studies, development of a land use decision support tool, pilot the tool and provide training on its use, carry out investments in the Gwayi and Sanyati catchments primarily to control gullies and to address the root causes of land degradation.
Part C: HSBC Sustainability

Implement investments to help ensure the promotion of a sustainable approach to land use management in the entire HSBC through, inter alia, mapping of land use patterns, training to stakeholders involved in Project implementation, preparation and implementation of a HSBC communication strategy, support for transboundary conservation initiatives of the Recipient, and building the Recipient’s capacity on climate change issues.

Part D: Project Coordination

Provision of technical assistance and operating costs for management and oversight of the Project, including financial management and audits, procurement, and monitoring and evaluation.
SCHEDULE 2

Project Execution

Section I. Institutional and Other Arrangements

A. Institutional Arrangements

1. The Recipient shall ensure that the PWMA, CAMPFIRE Association, EMA, FC, District-level Environment Committees and Ward-level Environment Sub-committees, are maintained at all times during the implementation of the Project with functions, staffing and resources satisfactory to the World Bank so as to ensure prompt and efficient implementation of the Project.

2. Ministry of Environment, Water and Climate (MoEWC)

   Without limitation to paragraph 1 of this Part A, the MoEWC shall be responsible for overall Project coordination and oversight and partial implementation primarily of Part C of the Project as provided in the PIM.

3. Steering Committee

   Without limitation to paragraph 1 of this Part A, the Recipient shall maintain, throughout the Project period, with composition, mandate and resources satisfactory to the World Bank, a Steering Committee composed of the MoFED, MoEWC, Ministry of Agriculture, Mechanization and Irrigation Development, EMA, PWMA, FC, CAMPFIRE Association, the PIE (which shall be the Secretariat of the Steering Committee), and other agencies, to advise on annual plans and budgets, review progress reports, and coordinate donor-supported activities.

4. The Parks and Wildlife Management Authority (PWMA)

   Without limitation to paragraph 1 of this Part A, the PWMA shall be responsible for the coordination, oversight, and partial implementation primarily of Part A.1 of the Project as provided in the PIM.

5. CAMPFIRE Association

   Without limitation to paragraph 1 of this Part A, the CAMPFIRE Association shall be responsible for the coordination, oversight, and partial implementation primarily of Part A.2 of the Project as provided in the PIM.
6. Environmental Management Agency (EMA)

Without limitation to paragraph 1 of this Part A, the EMA shall be responsible for the coordination, oversight, and partial implementation primarily of Part B.2 of the Project as provided in the PIM.

7. Forestry Commission (FC)

Without limitation to paragraph 1 of this Part A, the FC shall be responsible for the coordination, oversight, and partial implementation primarily of Part B.1 of the Project as provided in the PIM.

B. Subsidiary Agreement

1. For purposes of carrying out the Project, the Recipient shall make the proceeds of the Grant available to the Project Implementing Entity on a non-reimbursable grant basis under a subsidiary agreement ("Subsidiary Agreement") between the Recipient and the Project Implementing Entity, under terms and conditions approved by the World Bank, which shall include those set forth or referred to in Articles II and III of this Agreement.

2. The Recipient 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 Recipient shall not assign, amend, abrogate or waive the Subsidiary Agreement or any of its provisions.

C. Project Implementation Manual

1. The Recipient shall: (a) approve the implementation manual for the Project as shall have been prepared and furnished to it by the Project Implementing Entity in accordance with the provisions of Section 1.B of the Schedule to the Project Agreement; and (b) furnish to the World Bank for approval such revised implementation manual.

2. The Recipient shall exchange views with the World Bank and the Project Implementing Entity on such implementation manual; and thereafter shall ensure that the Project is carried out in accordance with such Project implementation manual as shall have been approved by the World Bank, as the same may be updated in accordance with the provisions of paragraph 3 of this Section ("Project Implementation Manual"). The Recipient shall not otherwise revise or waive or permit to be revised or waived any provision of the Project Implementing Manual without the prior written agreement of the World Bank.

3. Promptly upon receipt from the Project Implementing Entity of any enhancements recommended to the Project Implementation Manual pursuant to
Section 1.B.3 of the Schedule to the Project Agreement, the Recipient shall review and approve the same and furnish to the World Bank not later than fourteen (14) days, for approval, such enhancements as shall have been endorsed by the Recipient. Thereafter, the Recipient shall ensure that the Project is carried out in accordance with such recommended enhancements to the Project Implementation Manual as shall have been approved by 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.

D. Annual Work Programs

1. The Recipient shall, not later than December 15 in each calendar year, furnish to the World Bank, such program of activities prepared and furnished to the Recipient by the Project Implementing Entity and proposed for inclusion in the Project during the following calendar year pursuant to Section 1.D of the Schedule to the Project Agreement, as shall have been endorsed by the Recipient.

2. The Recipient shall exchange views with the World Bank on each such proposed annual work program, and shall thereafter take all measures required on its part to enable the Project Implementing Entity to carry out such program of activities during such following year as shall have been approved by the World Bank ("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.

E. Anti-Corruption

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

F. Safeguards

1. The Recipient shall ensure that the Project is carried out in accordance with the relevant Safeguards Instruments, and shall, to that end, if any activity under the Project would require the adoption of any Supplemental Social and Environmental Safeguard Instrument:

(i) prepare (A) such Supplemental Social and Environmental Safeguard Instrument in accordance with the applicable ESMF, IPPF and PF; (B) furnish such Supplemental Social and Environmental Safeguard Instrument to the World Bank for review and approval; and
(C) thereafter adopt such Supplemental Social and Environmental Safeguard Instrument prior to implementation of the activity; and

(ii) thereafter, take such measures as shall be necessary or appropriate to ensure full compliance with the requirements of such Supplemental Social and Environmental Safeguard Instrument.

2. Without limitation upon its other reporting obligations under this Agreement, the Recipient shall for the Safeguards Instruments, including each Supplemental Social and Environmental Safeguard Instrument, regularly collect, compile and furnish to the World Bank reports in form and substance satisfactory to the World Bank, on the status of compliance with such Instruments including each Supplemental Social and Environmental Safeguard Instrument, as part of the Project Reports, giving details of:

(a) measures taken in furtherance of the Safeguards Instruments including each Supplemental Social and Environmental Safeguard Instrument;

(b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of the Safeguards Instruments including each Supplemental Social and Environmental Safeguard Instrument; and

(c) remedial measures taken or required to be taken to address such conditions.

3. In the event that any provision of the Safeguards Instruments shall conflict with any provision under this Agreement, the provisions of this Agreement shall prevail.

4. The Recipient shall regularly review the effective use of the Safeguards Instruments as part of the monitoring and evaluation system for the Project.

G. Subprojects

1. No proposed Subproject shall be eligible for financing under the Project unless such Sub-project has been selected in accordance with the procedures outlined in the Project Implementation Manual and such proposed Sub-project satisfies the eligibility criteria specified in further detail in the Project Implementation Manual, which shall include, inter alia, that:

(a) the proposed Sub-project promotes sustainable land and water management practices, including contribution to increase in land productivity or water use efficiency, improvement of livelihoods and improvement of ecosystems; and
(b) the proposed Sub-project has fulfilled the requirements of any applicable Safeguards Instrument.

H. Donor Visit

For purposes of Section 2.09 of the Standard Conditions, the Recipient shall, upon the World Bank’s request, take all measures required on its part to enable representatives of the Donor to visit any part of the Recipient’s territory for purposes related to the Project.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports; Completion Report

1. The Recipient shall ensure that 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 Project Report shall cover the period of six (6) calendar months, and shall be furnished to the World Bank not later than forty-five (45) days after the end of the period covered by such report.

2. The Recipient with input from the Project Implementing Entity shall prepare the Completion Report in accordance with the provisions of Section 2.06 of the Standard Conditions. The Completion Report shall be furnished to the World Bank not later than six (6) months after the Closing Date.

B. Financial Management

1. The Recipient shall ensure that a financial management system is maintained in accordance with the provisions of Section 2.07 of the Standard Conditions.

2. The Recipient shall, upon the World Bank’s or Project Implementing Entity’s request, provide all such information as the Project Implementing Entity may require in order to enable the Project Implementing Entity to comply with its obligations under Section II.B of the Schedule to the Project Agreement.

Section III. Procurement

A. General

1. Procurement and Consultant Guidelines. All goods, works, non-consulting-services and consultants’ services required for the Project and to be financed out of the proceeds of the Grant shall be procured in accordance with the requirements set forth or referred to in:
(a) Section I of the Procurement Guidelines in the case of goods, works and non-consulting services, and Sections I and IV of the Consultant Guidelines in the case of consultants' services; and

(b) the provisions of this Section III, as the same shall be elaborated in the Procurement Plan.

2. Definitions. The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the World Bank of particular contracts, refer to the corresponding method described in Sections II and III of the Procurement Guidelines, or Sections II, III, IV and V of the Consultant Guidelines, as the case may be.

B. Particular Methods of Procurement of Goods, Works and Non-consulting Services

1. International Competitive Bidding. Except as otherwise provided in paragraph 2 of this Section B, goods, works and non-consulting services shall be procured under contracts awarded on the basis of International Competitive Bidding.

2. Other Methods of Procurement of Goods, Works and Non-consulting Services. The following methods, other than International Competitive Bidding, may be used for procurement of goods, works and non-consulting services for those contracts specified in the Procurement Plan:

(a) National Competitive Bidding, subject to the following additional provisions: (i) the Recipient (including its State Procurement Board) shall not be involved in the procurement process, which shall be conducted entirely by the Project Implementing Entity; (ii) foreign firms shall not be precluded from bidding; (iii) bidders shall not be required to register with any professional organization or association as a condition of bidding; and (iv) bracketing or the rejection of bids based on deviation from cost estimate shall not be allowed;

(b) Shopping;

(c) Direct Contracting;

(d) Force Account;

(e) Procurement from United Nations Agencies; and

(f) Community Participation procedures which have been found acceptable to the World Bank.
C. Particular Methods of Procurement of Consultants' Services

1. Quality- and Cost-based Selection. Except as otherwise provided in paragraph 2 of this Section C, consultants' services shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection.

2. Other Methods of Procurement of Consultants' Services. The following methods, other than Quality- and Cost-based Selection, may be used for procurement of consultants' services for those assignments which are specified in the Procurement Plan:

   (a) Quality-based Selection;
   (b) Selection under a Fixed Budget;
   (c) Least Cost Selection;
   (d) Selection based on Consultants' Qualifications;
   (e) Single-source Selection of consulting firms;
   (f) Selection of Individual Consultants; and
   (g) Single-source procedures for the Selection of Individual Consultants.

D. Review by the World Bank of Procurement Decisions

The Procurement Plan shall set forth those contracts which shall be subject to the World Bank's Prior Review. All other contracts shall be subject to Post Review by the World Bank.

Section IV. Withdrawal of the Grant Proceeds

A. General

1. The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) Article III of the Standard Conditions; (b) this Section; and (c) such additional instructions as the World Bank may specify by notice to the Recipient (including the “World Bank Disbursement Guidelines for Projects”, dated May 2006, as revised from time to time by the World Bank and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.

2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Grant (“Category”), the allocations of the
amounts of the Grant to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Grant Allocated (expressed in USD)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, works, non-consulting services, Consultants’ Services, Training and Workshops, and Operating Costs under the Project</td>
<td>5,645,000</td>
<td>100%</td>
</tr>
</tbody>
</table>

**TOTAL AMOUNT** 5,645,000

**B. Withdrawal Conditions; Withdrawal Period**

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made for payments made prior to the date of this Agreement.

2. The Closing Date referred to in Section 3.06(c) of the Standard Conditions is June 30, 2019.
APPENDIX

I. Definitions

1. “Annual Work Program” means each annual work program approved by the World Bank and referred to in Section I.D of the Schedule to the Project Agreement and Section I.D of Schedule 2 to this Agreement.


3. “CAMPFIRE Association” means the Community Areas Management Programme for Indigenous Resources, an association of member RDCs, with a mandate to promote the interests of rural communities in the sustainable management of their natural resources in partnership with government, civil society organizations and the private sector.


5. “EMA” means the Recipient’s Environmental Management Agency and any successor thereof under MoEWC, responsible for the sustainable management of natural resources and protection of the environment, prevention of pollution and environmental degradation, and preparation of national environmental management plans.

6. “Environmental and Social Management Framework” or “ESMF” means the Recipient’s plan, dated March 10, 2014, and published at the World Bank’s InfoShop on the same date, that includes the set of mitigation, enhancement, monitoring, and institutional measures, to be taken during implementation of the Project to eliminate any adverse environmental and social impacts, offset them, reduce them to acceptable levels, or to enhance positive impacts. The measures include inter alia: clear procedures and methodologies for the environmental and social assessment, review, approval and implementation of investments to be financed under the Project; appropriate roles and responsibilities, and necessary reporting procedures for managing and monitoring environmental and social concerns related to proposed Sub-projects; and practical information resources for implementing the ESMF.

7. “FC” means the Recipient’s Forestry Commission and any successor thereof, under MoEWC, providing for the regulation, management and capacity enhancement of the Recipient’s forestry sector.
8. “Fiscal Year” means the Project Implementing Entity’s fiscal year beginning July 1 and ending June 30 of the next calendar year.


10. “Gwayi and Sanyati catchments” means the catchments in HSBC.

11. “Hwange National Park” and “HNP” each means the national park established in the HSBC as a national park pursuant to the National Parks Act of 1949.

12. “Hwange-Sanyati Biological Corridor” and “HSBC” mean an area of about 5,697,000 hectares located in the north west region of the Recipient’s territory and stretching from HNP to Sanyati catchment.

13. “Hwange and Tsholotsho Districts” means the districts of the Recipient in the HSBC that share boundaries with HNP.


15. “Indigenous Peoples Planning Framework” and “IPPF” mean the document dated March 10, 2014, and published at the World Bank’s InfoShop on the same date, prepared by the Recipient and identifying and assessing the potential social impacts of the Project, evaluating alternatives, and proposing appropriate mitigation, management, and monitoring measures, defining specific measures to be implemented for indigenous peoples, through free prior informed consultations and broad community support, in order to protect them and to ensure that they be granted equal legal, financial and organizational opportunities under the Project, as the said plan may be amended and/or supplemented from time to time with the prior written consent of the World Bank, and such term includes any schedules to such document.

16. “Indigenous Peoples Development Plan” and “IPDP” mean the plan to be prepared and adopted by the Recipient, as provided in the Indigenous Peoples Planning Framework providing appropriate mitigation, monitoring and institutional measures designed to mitigate potential adverse impacts under the Project, offset them, reduce them to acceptable levels or enhance positive impacts, as the same may be amended from time to time with the agreement of the World Bank.

17. “MoEWC” means the Recipient’s Ministry of Environment, Water and Climate or any successor thereof.

18. “MoFED” means the Recipient’s Ministry of Finance and Economic Development or any successor thereof.
19. "Steering Committee" means the committee established for the coordination of activities to be carried out under the Project, and referred to in paragraph 3 of Section I.A of Schedule 2 to this Agreement or any successor thereto.

20. "Operating Costs" means the reasonable costs of the following incremental expenditures incurred in carrying out the Project, which shall have been agreed with the World Bank: (a) incremental expenses incurred by the Recipient (including PWMA, CAMPFIRE Association, EMA and FC) on account of the Project, consisting of reasonable expenditures for office supplies, office administration costs, vehicle operation and maintenance, communication and insurance costs, banking, utility and rental charges, office and office equipment maintenance, document duplication/printing, consumables, travel cost and per diem for staff for travel linked to the implementation of the Project; and (b) incremental expenses incurred by the Project Implementing Entity on account of the Project, consisting of reasonable expenditures for office supplies, office administration costs, vehicle operation and maintenance, communication and insurance costs, banking, utility and rental charges, office and office equipment maintenance, document duplication/printing, consumables, travel cost and per diem for Project Implementing Entity staff for travel linked to the implementation of the Project, and salaries of selected staff of the PIE directly involved in the implementation of the Project.

21. "PIE Documentation" means the statutes, certificates and memorandum of understanding referred to in paragraph 25 of this Section.

22. "Process Framework" and "PF" mean the document dated March 10, 2014, and published at the World Bank’s InfoShop on the same date, prepared by the Recipient and identifying and assessing the potential social impacts of the Project caused by a restriction of access to resources in the protected areas, evaluating alternatives, and proposing appropriate mitigation, management, and monitoring measures, as the said document may be amended and/or supplemented from time to time with the prior written consent of the World Bank.

23. "Project Agreement" means the agreement related to the Project, dated the same date as this Agreement, between the World Bank and the Project Implementing Entity, as such agreement may be amended from time to time.

24. "Project Implementation Manual" and "PIM" mean the implementation manual for the Project approved by the World Bank and referred to in Sections I.B.3 and 4 of the Schedule to the Project Agreement and Sections I.C.2 and 3 of Schedule 2 to this Agreement, consisting of different modules setting out respectively, inter alia, the administrative, financial and accounting procedures; the procurement and disbursement procedures; performance indicators to be used for the Project, procedures for the implementation of the Safeguards Instruments and other activities and arrangements to be used for the purpose of implementing
the Project, to be adopted by the Recipient not later than the Effective Date, as the same may be amended from time to time with the prior agreement of the World Bank.

25. “Project Implementing Entity” and “PIE” each means the World Wide Fund for Nature, a foundation established and operating under the laws of Switzerland, pursuant to its Statutes, as adopted by its international board on December 13, 2009, and approved by its supervisory authority on April 30, 2010, as said Statutes may be amended from time to time, and operating in the Recipient’s territory in accordance with its certificate entitled “Certificate of Authorizing Foreign Company to Establish Place of Business in Zimbabwe”, issued by the Recipient’s ministry responsible for justice, dated November 26, 1985, its certificate entitled “Certificate of Registration”, issued by the Recipient, dated April 16, 1986, and the Memorandum of Understanding between the Recipient’s government and WWF regarding the establishment of a regional program office for southern Africa, signed May 15, 2003.

26. “Project Implementing Entity’s Representative” means the person designated by the Project Implementing Entity for purposes of Section 3.01 of the Project Agreement.


28. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated April 3, 2014, and referred to in paragraph 1.16 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.

29. “PWMA” means the Recipient’s Parks and Wildlife Management Authority or any successor thereof.

30. “REDD+” means “Reduced Emissions from Deforestation and Forest Degradation”.

31. “RDCs” means the Recipient’s rural district councils.

32. “Safeguards Instruments” means the ESMF, IPPF, PF, and any Supplemental Social and Environmental Safeguard Instruments.

33. “Sikumi and Ngamo Forests” means two of the Recipient’s indigenous forest areas which are adjacent to the HNP.

34. “Sub-project” means a Sub-project to be carried out in accordance with the Project Implementation Manual.
35. "Standard Conditions" has the meaning ascribed to the term in Section 1.01 of this Agreement.

36. "Subsidiary Agreement" means the agreement to be concluded between the Recipient and the Project Implementing Entity in accordance with the provisions of Section 1.B of Schedule 2 to this Agreement.

37. "Supplemental Social and Environmental Safeguard Instruments" means any environmental impact assessment, environmental management plan, IPDP, or PF action plan or other supplemental social and environmental safeguard instruments as required under the terms of any of the ESMF, IPPF, or PF.

38. "Training and Workshops" means the reasonable costs, which shall have been agreed by the World Bank, associated with the training and workshop participation of personnel involved in carrying out the Project, including travel and subsistence costs for training and workshop participants, costs associated with securing the services of trainers and workshop speakers, rental of training and workshop facilities, preparation and reproduction of training and workshop materials, and other costs directly related to training course and workshop preparation and implementation; but excluding goods and consulting services.

39. "Ward-level Environment Sub-committees" means the committees established in each ward in Zimbabwe, under the authority of the Environment Management Act, chaired by a local ward Councilor, and intended to empower local communities in decisions involving the management of natural resources.

II. Modifications to the Standard Conditions

The Standard Conditions are modified as follows:

1. A new definition is added in alphabetical order to the Appendix as follows (and the subsequent definitions are renumbered accordingly):

   "Legal Agreement" means either of the Grant Agreement or the agreement between the World Bank and the entity designated to be responsible for implementing the Project; and "Legal Agreements" means, collectively, both said agreements."

2. The term "Grant Agreement", whenever used in Sections 4.06, 5.01, 6.02, 7.04 and 7.05 of the Standard Conditions, is modified to read "Legal Agreements".

3. The term "Grant Agreement", whenever used in Section 5.02 of the Standard Conditions, is modified to read "any Legal Agreement".