

CONFORMED COPY

Japanese Grant Agreement

(Wildlife Management Project)

between

REPUBLIC OF KENYA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

as Administrator of Grant Funds  
provided by the  
MINISTRY OF FINANCE OF JAPAN

Dated April 5, 1990

JAPANESE GRANT AGREEMENT

AGREEMENT, dated April 5, 1990, between the  
REPUBLIC OF KENYA (the Recipient) and the INTERNATIONAL  
DEVELOPMENT ASSOCIATION (the Association) acting as  
Administrator (the Administrator), of grant funds  
provided by the MINISTRY OF FINANCE OF JAPAN (the  
Ministry).

WHEREAS (A) pursuant to an arrangement dated July  
14, 1989, between the Ministry and the Association, the  
Ministry has requested the Association, and the  
Association has agreed, to administer grant funds to be  
made available by the Ministry for the financing of  
certain technical assistance activities that address  
the environmental aspects of programs and projects  
supported by the Association in accordance with the  
provisions of such letter agreement;

WHEREAS (B) the Recipient has requested and the  
Ministry has agreed to make available to the Recipient  
a grant (the Grant) out of said grant funds to finance  
the cost of carrying out the technical assistance  
described in Schedule 2 to this Agreement (the  
Technical Assistance) on the terms and conditions  
hereinafter set forth;

NOW THEREFORE the parties hereto hereby agree as  
follows:

ARTICLE I

General Conditions; Definitions

Section 1.01. The General Conditions Applicable to  
Development Credit Agreements of the Association, dated  
January 1, 1985, (the General Conditions) constitute an

integral part of this Agreement, subject, however, to the following modifications thereto:

(a) the term "Association", wherever used in the General Conditions, other than in Section 6.02 (e) thereof, means the International Development Association acting as Administrator of the Grant pursuant to the letter agreement between the Ministry and the Association referred to in Recital (A) of this Agreement, except that in Section 6.02, the term "Association" shall also include the International Development Association acting in its own capacity;

(b) the term "Borrower", wherever used in the General Conditions, means the Recipient;

(c) the term "Development Credit Agreement", wherever used in the General Conditions, means this Agreement;

(d) the term "Credit", wherever used in the General Conditions, means the Grant;

(e) the term "Credit Account", wherever used in the General Conditions, shall be amended to read the Grant Account;

(f) the term "Project", wherever used in the General Conditions, means the technical assistance described in Schedule 2 to this Agreement;

(g) Section 4.01. shall be modified to read:

"Withdrawals from the Grant Account shall be made in yen; provided, however, that if the expenditures to be financed out of the proceeds of the Grant have been paid or are payable in another currency, the Administrator shall, at the request of the Recipient, purchase such currency with the proceeds of such withdrawal.";

(h) Sections 2.01 (7), (10), (11) and (14), 3.02, 3.03, 3.04, 3.05, 4.02, 4.03, 4.04, 4.06, 6.02 (a)(i) and (f), 12.01, 12.02, 12.03, 12.04 and 12.05 are deleted; and

(i) the term "KWS", means the Kenya Wildlife Service.

Section 1.02. Wherever used in this Agreement, unless the context otherwise requires, the several terms defined in the General Conditions and in the Recitals to this Agreement have the respective meanings therein set forth; and the terms "yen" and "Y" mean the currency of Japan.

## ARTICLE II

### The Grant

Section 2.01. The Administrator agrees to extend to the Recipient, on the terms and conditions herein set forth or referred to, the Grant in an amount of eighty-four million yen (Y84,000,000).

Section 2.02. The amount of the Grant may be withdrawn from the Grant Account in accordance with the provisions of Schedule 1 to this Agreement, as such Schedule may be amended from time to time by agreement between the Recipient and the Administrator.

Section 2.03. The Closing Date shall be June 30,

1991, or such later date as the Administrator shall establish. The Administrator shall promptly notify the Recipient of such later date.

### ARTICLE III

#### Execution of the Technical Assistance

Section 3.01. (a) The Recipient shall carry out the Technical Assistance with due diligence and efficiency and in conformity with appropriate administrative, financial and environmental practices, and shall provide, promptly as needed, the funds, facilities, services and other resources required for the Technical Assistance.

(b) Without limitation upon the provisions of paragraph (a) of this Section and except as the Recipient and the Administrator shall otherwise agree, the Recipient shall carry out the Technical Assistance in accordance with the Implementation Program set forth in Schedule 3 to this Agreement.

Section 3.02. Except as the Administrator shall otherwise agree, procurement of the goods and consultants' services required for the Technical Assistance and to be financed out of the proceeds of the Grant shall be governed by the provisions of Schedule 4 to this Agreement.

Section 3.03. (a) The Recipient shall maintain or cause to be maintained records and accounts adequate to reflect in accordance with sound accounting practices the operations, resources and expenditures in respect of the Technical Assistance of the departments or agencies of the Recipient responsible for carrying out the Technical Assistance or any part thereof.

(b) The Recipient shall:

- (i) have the records and accounts referred to in paragraph (a) of this Section for each fiscal year audited, in accordance with appropriate auditing principles consistently applied, by independent auditors acceptable to the Administrator;
- (ii) furnish to the Administrator as soon as available, but in any case not later than six months after the end of each such year, a certified copy of the report of such audit by said auditors, of such scope and in such detail as the Administrator shall have reasonably requested; and
- (iii) furnish to the Administrator such other information concerning said records and accounts and the audit thereof as the Administrator shall from time to time reasonably request.

(c) For all expenditures with respect to which withdrawals from the Grant Account were made on the basis of statements of expenditure, the Recipient shall:

- (i) maintain or cause to be maintained, in accordance with paragraph (a) of this Section, records and accounts reflecting

such expenditures;

- (ii) retain, until one year after the Administrator has received the audit report for the fiscal year in which the last disbursement from the Grant Account was made, all records (contracts, orders, invoices, bills, receipts and other documents) evidencing such expenditures;
- (iii) enable the Administrator's representatives to examine such records; and
- (iv) ensure that such records and accounts are included in the annual audit referred to in paragraph (b) of this Section and that the report of such audit contains a separate opinion by said auditors as to whether the statements of expenditure submitted during such fiscal year, together with the procedures and internal controls involved in their preparation, can be relied upon to support the related withdrawals.

#### ARTICLE IV

##### Effectiveness; Termination

Section 4.01. This Agreement shall become effective upon its execution by the parties hereto.

Section 4.02. This Agreement shall continue in effect until the Grant has been fully disbursed and the parties to this Agreement have fulfilled their obligations hereunder.

#### ARTICLE V

##### Representation; Transfer of Rights and Obligations

Section 5.01. The Minister at the time responsible for Finance of the Recipient shall be the representative of the Recipient for the purposes of Section 11.03 of the General Conditions.

Section 5.02. The following addresses are specified for the purposes of Section 11.01 of the General Conditions:

For the Recipient:

Ministry of Finance  
P.O. Box 30007  
Nairobi  
Kenya

Cable address:

Telex:

FINANCE  
Nairobi

22921 MINFINKE  
Nairobi

For the Administrator:

International Development Association  
1818 H Street, N.W.  
Washington, D.C. 20433  
United States of America

Cable address:                      Telex:  
INDEVAS                              440098 (ITT)  
Washington, D.C.                      248423  
(RCA) or  
64145 (WUI)

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representatives, have caused this Agreement to be signed in their respective names in the District of Columbia, United States of America, as of the day and year first above written.

REPUBLIC OF KENYA

By /s/ D. D. Afande  
Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION  
as Administrator of Grant Funds  
provided by the  
MINISTRY OF FINANCE OF JAPAN

By /s/ Callisto Madavo  
Acting Regional Vice President  
Africa

SCHEDULE 1

Withdrawal of the Proceeds of the Grant

1. The table below sets forth the Categories of items to be financed out of the proceeds of the Grant, the allocation of the amount of the Grant to each Category and the percentage of expenditures for items so to be financed in each Category:

Category	Amount of the Grant Allocated (Expressed in Yen)	% of Expenditures to be Financed
(1) Consultants' services	58,800,000	100%
(2) Training and workshops	7,000,000	100%
(3) Office equipment	9,800,000	100%
(4) Transport	4,200,000	100%
(5) Unallocated	4,200,000	
TOTAL	84,000,000	

2. Notwithstanding the provisions of paragraph 1 above, no withdrawals shall be made in respect of payments made for expenditures prior to the date of

this Agreement or for goods or services not eligible under this Agreement.

## SCHEDULE 2

### Description of Technical Assistance

The objective of the technical assistance is to: (i) strengthen KWS to enable it to effectively manage wildlife resources in Kenya; (ii) assist KWS to formulate a comprehensive strategy and specific action plans for the development and conservation of wildlife resources; and (iii) define the extent and nature of support needed for the development of the wildlife sector over the next five years and for effective coordination of donor support.

The technical assistance consists of the following parts, subject to such modifications thereof as the Recipient and the Association may agree upon from time to time to achieve such objectives.

1. Reviewing and strengthening of the management and organizational structure of KWS and identification of training needs of KWS staff including specification of role of a revitalized Wildlife Training School.
2. Assistance to KWS to formulate a comprehensive strategy and action plans covering, inter alia, the following aspects: (a) legal and institutional arrangements; (b) park and reserve management; (c) dispersal area conflicts and management; (d) park, reserve and dispersal areas infrastructure and services; (e) role of public, private and community sectors in the exploitation of wildlife; and (iv) donor and NGO activities.
3. Assistance to KWS in commencing implementation of key elements of its strategy and the action plans and in determination of priorities for donor support.
4. Assistance to KWS in defining the nature and scope of a project to be financed by donors and in carrying other necessary preparatory work for the project, including: (a) development of an effective management and organizational structure for KWS; (b) improvement of wildlife park and reserve management; (c) re-habilitation and further development of infrastructure and services in parks, reserves and dispersal areas; (d) development of sustainable economic opportunities for people living in and around parks; and (e) provision of training to technical and managerial personnel through the revitalization of the Wildlife Training School.
5. (a) Training, including attendance at specialized to improve the managerial and technical capabilities of KWS staff.  
  
(b) Running of specialized workshops to assist in formulation of strategy and action plans.
6. Acquisition of office and computer equipment and transportation for above activities.

## SCHEDULE 3

### Implementation Program

1. Execution of the technical assistance outlined-in Schedule 2 shall be the responsibility of Kenya Wildlife Service, with the assistance of the

consultants employed under Section II of Schedule 4. The proposed consultants to be financed under this Grant and their terms of reference shall be submitted to the Association for endorsement before they commence their duties.

2. The core group of consultants are expected to commence their work on the strengthening of the management and organizational structure of KWS and on formulation of the comprehensive strategy and action plans in April, 1990, following the completion of preparatory work on the policy and institutional framework. The selection of local consultants to work on the strategy and action plans and who could later be taken onto the staff of KWS, would commence immediately, with some being appointed before April, 1990, to assist in the preparatory work. The comprehensive strategy and action plans shall be completed by the end of October, 1990, and shall be reviewed with the Association and other interested donors before the end of December, 1990.

#### SCHEDULE 4

##### Procurement and Consultants' Services

###### Section I: Procurement of Goods

###### Part A: International Competitive Bidding

Except as provided in Part B hereof, goods shall be procured under contracts awarded in accordance with procedures consistent with those set forth in Sections I and II of the "Guidelines for Procurement under IBRD Loans and IDA Credits" published by the Bank in May 1985 (the Guidelines).

###### Part B: Other Procurement Procedures

Office and computer equipment may be procured under contracts awarded on the basis of comparison of price quotations solicited from a list of at least three suppliers eligible under the Guidelines, in accordance with procedures acceptable to the Association.

###### Part C: Review by the Administrator of Procurement Decisions

1. With respect to all contracts the procedures set forth in paragraphs 2 and 4 of Appendix 1 to the Guidelines shall apply.

2. The figure of 15% is hereby specified for purposes of paragraph 4 of Appendix 1 to the Guidelines.

###### Section II: Employment of Consultants

In order to assist KWS in carrying out the technical assistance, the Borrower shall employ consultants whose qualifications, experience and terms and conditions of employment shall be satisfactory to the Association. Such consultants shall be selected in accordance with principles and procedures satisfactory to the Association on the basis of the "Guidelines for the Use of Consultants by World Bank Borrowers and by the World Bank as Executing Agency" published by the Bank in August 1981.

