CONFORMED COPY

GEF TRUST FUND GRANT NUMBER TF099857

Global Environment Facility Trust Fund Grant Agreement

(Nyika Transfrontier Conservation Area Project)

between

REPUBLIC OF MALAWI

and

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

acting as an Implementing Agency of the Global Environment Facility

Dated November 2, 2011

GEF TF GRANT NUMBER TF099857

GLOBAL ENVIRONMENT FACILITY TRUST FUND GRANT AGREEMENT

AGREEMENT dated November 2, 2011, entered into between REPUBLIC OF MALAWI ("Recipient"); and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("World Bank"), acting as an implementing agency of the Global Environment Facility ("GEF").

WHEREAS (A) The Recipient and the Republic of Zambia ("Zambia") have, pursuant to a Memorandum of Understanding dated August 13, 2004 ("MOU"), undertaken to co-operate in the joint and efficient management of the Nyika Transfrontier Conservation Area ("TFCA");

(B) In order to assist in the carrying out of activities aimed at establishing a more effective transfrontier management of biodiversity in the Nyika Transfrontier Conservation Area:

(1) the Recipient has requested the World Bank to assist in the financing of the project described in Schedule 1 to this Agreement ("Project");

(2) the Recipient has also requested the Peace Park Foundation ("PPF") and the Norwegian Ministry of Foreign Affairs ("MFA") to assist it in the financing of the Project;

(3) Zambia has requested the World Bank and the PPF to assist it in the financing of activities related to the Project that are designed to further the objectives of this Project and the MOU ("Zambia Project"); and

WHEREAS the World Bank has agreed, on the basis, *inter alia*, of the foregoing, to extend the Grant to the Recipient upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, 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 July 31, 2010 ("Standard Conditions"), 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 the appendix to this Agreement.

Article II The Project

- 2.01. The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall carry out the Project through the Department of National Parks and Wildlife in accordance with the provisions of Article II of the Standard Conditions.
- 2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the Recipient and the World 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 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 two million two hundred eighty thousand United States Dollars (\$2,280,000) ("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.
- 3.03. The Grant is funded out of the abovementioned trust fund for which the World Bank receives periodic contributions. In accordance with Section 3.02 of the Standard Conditions, the Recipient may withdraw the Grant proceeds 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 MOU has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Recipient to perform its obligations under this Agreement.
 - (b) (i) Either the PPF Grant Agreement providing for the PPF Grant or the MFA Grant Agreement providing for the MFA Grant has

failed to become effective by December 31, 2011, or such later date as the World Bank has established by notice to the Recipient; provided, however, that the provisions of this paragraph shall not apply if the Recipient establishes to the satisfaction of the World Bank that adequate funds for the Project are available from other sources on terms and conditions consistent with its obligations under this Agreement.

- Subject to sub-paragraph (iii) of this paragraph, the right of the Recipient to withdraw the proceeds of the PPF Grant and/or the MFA Grant has been suspended, canceled or terminated in whole or in part, pursuant to the terms of the PPF Grant Agreement or the MFA Grant Agreement, respectively;
- (iii) Sub-paragraph (ii) of this paragraph shall not apply if the Recipient establishes to the satisfaction of the World Bank that:
 (A) such suspension, cancellation or termination was not caused by the failure of the Recipient to perform any of its obligations under the PPF Grant Agreement or the MFA Grant Agreement; and (B) adequate funds for the Project are available from other sources on terms and conditions consistent with the Recipient's obligations under this Agreement.
- (c) 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.
- (d) The right of Zambia to withdraw the proceeds of the financing under the Zambia Grant Agreement has been suspended, canceled or terminated in whole or in part, pursuant to the terms of the aforesaid agreement.

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 Recipient has established a Joint Steering Committee in accordance with Section I.A of Schedule 2 to this Agreement.

- (b) The Zambia Grant Agreement has been executed and delivered and all conditions precedent to its effectiveness or to the right of Zambia to make withdrawals under it (other than the effectiveness of this Agreement) have been fulfilled.
- (c) The Recipient has adopted the Project Implementing Manual referred to in Section I.E of Schedule 2 to this Agreement.
- (d) The Recipient has assigned the financial management staff for the Project, with qualifications, experience and terms of reference satisfactory to the World Bank.
- 5.02. As part of the evidence to be furnished pursuant to Section 5.01 (a), 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 Recipient showing on behalf of the Recipient, that this 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. *Termination for Failure to Become Effective.* This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date 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 of such later date.

Article VI Recipient's Representative; Addresses

6.01. The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is its Minister responsible for Finance.

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

Ministry of Finance P. O. Box 30049 Capital City Lilongwe 3 Malawi

Facsimile: 265-1-78-91-73

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 Lilongwe, Malawi, as of the day and year first above written.

REPUBLIC OF MALAWI

By

/s/ Dr. Ken Lipenga, M.P. Authorized Representative

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

By

/s/ Sandra Bloemenkamp Authorized Representative

SCHEDULE 1

Project Description

The objective of the Project is to establish more effective transfrontier management of biodiversity in the Nyika Transfrontier Conservation Area ("TFCA").

The Project consists of the following parts:

Part 1: Institutional and Planning Framework

- (a) Carrying out of a program of activities aimed at improving the capacity of the DNPW for Project implementation and transfrontier planning and provision of goods required for the purpose;
- (b) Carrying out of a program of activities designed to enhance the coordination and shared management of the Nyika TFCA between the Recipient and Malawi; and provision of goods required for the purpose; and
- (c) Recruitment of an enforcement advisor for the Nyika TFCA.
- Part 2: Sustainable Financing

Carrying out of a program of activities designed to improve the financial sustainability of the Nyika TFCA, including: (a) carrying out of feasibility studies and for brokering of concessions; (b) provision of technical assistance to enhance the Recipient's capacity for fundraising for the Nyika TFCA; and provision of goods required for the purpose.

- Part 3: Protected Areas Management
- (a) Carrying out of a program of activities designed to further develop the Vwaza Marsh Reserve and to enhance DPNW's capacity to manage the reserve, such activities to include: (i) construction, rehabilitation and maintenance of infrastructure; (ii) habitat management and resource protection; (iii) monitoring activities; and (iv) implementation of the action plans to be developed under the Process Framework; and provision of goods required for the purpose.
- (b) Carrying out of a program of activities designed to further develop the Nyika National Park and to enhance the DNPW's capacity to manage the said park, such activities to include: (i) construction, rehabilitation and maintenance of infrastructure; (ii) habitat management and resource protection; (iii) monitoring activities; and (iv) implementation of the action plans to be developed under the Process Framework; and provision of goods required for the purpose.
- (c) Carrying out research and monitoring activities in Vwaza Marsh Reserve, including collection of data and undertaking aerial surveys; and provision of goods required for the purpose.

SCHEDULE 2

Project Execution

Section I. <u>Institutional and Other Arrangements</u>

A. Joint Steering Committee

To ensure proper oversight and overall coordination of the Project, the Recipient shall, in coordination with Zambia, establish the joint steering committee, and thereafter take all measures required on its part to ensure that the said committee is maintained at all times during Project implementation, with composition, terms of reference and resources satisfactory to the World Bank and with responsibility for, inter alia, reviewing annual work plans and budgets, as well as the Project Reports.

B. Consultation, Information Sharing and Cooperation with Zambia

Without limitation upon the provisions of Section 2.08 of the Standard Conditions, the Recipient shall, at all times during Project implementation, and in accordance with the provisions of the MOU:

- 1. exchange views with Zambia on the Project and its objectives, and shall promptly inform Zambia of any condition that interferes with or threatens to interfere with the accomplishment of the objectives of the Project or the Recipient's performance under this Agreement;
- 2. comply with its obligations under the MOU, including cooperation with Zambia on matters relating to the Project in accordance with the provisions of the MOU.

C. Annual Work Plans

- 1. The Recipient shall prepare and furnish to the World Bank, not later than November 30 in each year during the implementation of the Project, for the World Bank's approval annual work plans and related budgets containing all activities (including proposed conservation-site specific activities and any resettlement action plans, community action plans or environmental management plans required therefore pursuant to the ESMF, RPF and PF) proposed to be carried out under the Project in the following calendar year.
- 2. The Recipient shall: (i) afford the World Bank a reasonable opportunity to exchange views with the Recipient on such proposed work plan; and (ii) thereafter carry out such work plan during such following fiscal year, according

to such budget, both as shall have been approved by the World Bank ("Annual Work Plan"), and in accordance with the provisions of Part F of this Section I.

D. Anti-Corruption

The Recipient shall ensure that the Project is carried out in accordance with the provisions of the "Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants", dated October 15, 2006 and revised in January 2011 ("Anti-Corruption Guidelines").

E. Project Implementation Manual

- 1. The Recipient 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 Recipient 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 World Bank shall otherwise agree in writing, shall not amend, abrogate or waive any provision of the Project Implementation Manual.

F. Environmental and Social Safeguards

- 1. The Recipient shall ensure that the Project is carried out in accordance with the ESMF, the RPF and the PF, and to this end (and further to Part C of this Section), shall, prior to implementing any conservation-site specific activities:
 - (a) prepare, disclose, consult upon and implement, a site-specific environmental and social impact assessment and management plan acceptable to the World Bank, in accordance with the ESMF; and
 - (b) prepare, disclose, consult upon and implement, a site-specific resettlement action plan and/or community action plan, in accordance with the ESMF, the RPF and the PF.

- 2. The Recipient 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 and social impact assessments and plans prepared pursuant to paragraph 1 of this Part F, or any provision thereof.
- 3. The Recipient shall ensure that the Project 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 and social impact assessments and plans prepared pursuant to paragraph 1 of this Part F.

Section II. <u>Project Monitoring, Reporting and Evaluation</u>

A. Project Reports; Completion Report

- 1. The Recipient 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 one calendar semester, and shall be furnished to the World Bank not later than sixty (60) days after the end of the period covered by such report.
- 2. The Recipient 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. In order to assist the Recipient in preparing the Completion Report, the Recipient shall employ consultants in accordance with the provisions of Section III of this Schedule.

B. Financial Management; Financial Reports; Audits

- 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 ensure that interim unaudited financial reports for the Project are prepared and furnished to the World Bank 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 Recipient shall have its Financial Statements for the Project audited in accordance with the provisions of Section 2.07(b) of the Standard Conditions. Each such audit of the Financial Statements shall cover the period of one fiscal year of the Recipient. The audited Financial Statements for each such period

shall be furnished to the World Bank not later than six (6) months after the end of such period.

Section III. <u>Procurement</u>

A. General

- 1. **Procurement and Consultant Guidelines.** 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 requirements set forth or referred to in:
 - (a) Section I of the "Guidelines: Procurement under IBRD Loans and IDA Credits" published by the World Bank in May 2004 and revised in October 2006 and May 2010 ("Procurement Guidelines") in the case of goods and works, and Sections I and IV of the "Guidelines: Selection and Employment of Consultants by World Bank Borrowers" published by the World Bank in May 2004 and revised in October 2006 and May 2010 ("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 prepared and updated from time to time by the Recipient for the Project in accordance with paragraph 1.16 of the Procurement Guidelines and paragraph 1.24 of the Consultant Guidelines ("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 the Procurement Guidelines, or Consultant Guidelines, as the case may be.

B. Particular Methods of Procurement of Goods and Works

- 1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods and works shall be procured under contracts awarded on the basis of International National Competitive Bidding
- 2. Other Methods of Procurement of Goods and Works. The following methods, other than International Competitive Bidding, may be used for procurement of goods and works for those contracts specified in the Procurement Plan: (a) National Competitive Bidding subject to provisions of paragraph 3 of this Part B; (b) Shopping; (c) Direct Contracting; (c) Force Account; (d) Procurement from UNOPS; and (e) Community Participation procedures which have been found acceptable to the World Bank.
- 3. **Modifications to National Competitive Bidding Procedures.** National Competitive Bidding may be used subject to the following additional procedures:

(a) Regulation 80.3 (b)(ii) of the Public Procurement Regulations permitting the consideration of unquantifiable criteria, such as local content, technology transfer, and managerial, scientific, and operational skills development, in the evaluation of bids shall not apply; (b) Regulation 80.4 of the Public Procurement Regulations permitting domestic preference shall not apply; (c)Regulations164 (i) and (j) of the Public Procurement Regulations permitting the division of contracts into small lots and the restriction of contracts to small enterprises, respectively, for purposes of promotion of the participation of small enterprises, shall not apply; and (d) bidding documents and contracts shall include the following provisions: (i) pursuant to paragraph 1.14(e) of the Procurement Guidelines, bidders, suppliers, and contractors are required to permit the World Bank to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by the World Bank; and (ii) pursuant to paragraph 1.14 (a) (v)(bb) of the Procurement Guidelines, acts intended to materially impede the exercise of the World Bank's said inspection and audit rights are considered to be an obstructive practice within the meaning of paragraph 1.14 of the Procurement Guidelines.

C. Particular Methods of Procurement of Consultants' Services

- 1. **Quality- and Cost-based Selection.** Except as otherwise provided in paragraph 2 below, 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; and (f) 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. <u>Withdrawal of Grant Proceeds</u>

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:

Category	Amount of the Grant Allocated (expressed in USD)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods for Part 1(a), Part 2 and Part 3(a) of the Project	520,000	100%
(2) Works for Part 3(a) of the Project	430,000	100%
 (3) Consultant services and Training for Part 1(a), Part 2 and Part 3(a) of the Project 	580,000	100%
(4) Operating Costs for Parts 1 and 2 of the Project	750,000	100%
TOTAL AMOUNT	2,280,000	

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, except that withdrawals up to an aggregate amount not to exceed \$125,000 equivalent may be made for payments made prior to this date but on or after January 1, 2011, for Eligible Expenditures under Categories (1) and (3).
- 2. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is June 30, 2016.

APPENDIX

Definitions

- 1. "Annual Work Plan" means each annual work plan, together with the related budget, for the Project approved by the World Bank pursuant to the provisions of Section I.C of Schedule 2 to this Agreement.
- 2. "Department of National Park and Wildlife" or "DNPW" means the Malawi Department of National Parks and Wildlife, within the Recipient's Ministry of Tourism, Culture Wildlife responsible for regulating and developing the wildlife sector, or any successor thereto.
- 3. "Effective Date" means the date referred to in Section 5.03 of this Agreement.
- 4. "Environmental and Social Management Framework" and "ESMF" means the Recipient's Framework dated December 20, 2010, defining potential environmental, physical cultural property and social impacts associated with the implementation of any activities under the Project, and describing measures to manage such impacts, together with adequate institutional, monitoring and reporting arrangements capable of ensuring proper implementation of, and regular feedback on, compliance with, the said framework's terms.
- 5. "Joint Steering Committee" means the committee referred to in Section I.A of Schedule 2 to this Agreement.
- 6. "MFA Grant" means a maximum amount equivalent to four million two hundred thousand Dollars (\$4,200,000), to be provided to the Recipient by MFA for purposes of assisting in financing the Project.
- 7. "MFA Grant Agreement" means the agreement to be entered into between the Recipient and the MFA providing for the MFA Grant.
- 8. "MOU" means the memorandum of understanding between the Recipient and Zambia dated August 13, 2004 concerning the Nyika TFCA and the Kasungu/Lukusuzi transfrontier conservation area, setting out the understandings reached by Zambia and the Recipient concerning the joint management of the transfrontier conservation areas, including the related institutional arrangements.
- 9. "Nyika TFCA" or "Nyika Transfrontier Conservation Area" means the Nyika transfrontier conservation area defined in the MOU.

- 10. "Operating Costs" means the operating costs incurred for the purposes of the implementation of the Project including maintenance of vehicles and equipment, fuel, office supplies, utilities, consumables, banking charges, advertising expenses, travel, per diems, accommodation, field allowances, and salaries of selected support staff, but excluding salaries of consultants, salaries of officials of the Recipient's civil service, expenditures related to the annual ministerial meetings, technical committee meetings and the salary of the regional coordinator.
- 11. "Nyika National Park" means the national park established pursuant to Government Notice No. 71 of July 1978.
- 12. "Peace Park Foundation" or "PPF" means the non-governmental organization incorporated under Section 21 of the Companies Act No. 71 of the Laws of South Africa registration no. 1997/004896/08.
- 13. "PPF Co-financing" means an amount equivalent to at least one hundred fifteen thousand Dollars (\$115,000), to be provided by PPF for purposes of assisting in financing the Project.
- 14. "PPF Grant Agreement" means the agreement to be entered into between the Recipient and the PPF providing for the PPF Grant.
- 15. "Process Framework" and "PF" means the Recipient' framework dated December 20, 2010, describing the process by which potentially affected communities will participate in conservation site planning and management, criteria for eligibility of affected persons will be determined, livelihood improvement or restoration measures will be identified, and potential conflicts or grievances will be resolved, together with adequate institutional, monitoring and reporting arrangements capable of ensuring proper implementation of, and regular feedback on compliance with, the said framework's terms.
- 16. "Project Implementation Manual" or "PIM" means the Recipient's manual referred to in Section I.E. of Schedule 2 to this Agreement.
- 17. "Resettlement Policy Framework" and "RPF" means the Recipient's framework dated December 20, 2010, defining the principles governing any land acquisition or land use or access restriction, resettlement, compensation and livelihood improvement or restoration associated with the implementation of Project activities, together with adequate institutional, monitoring and reporting arrangements capable of ensuring proper implementation of, and regular feedback on compliance with, the said framework's terms.
- 18. "Training" means the reasonable costs associated with the participation of personnel involved in Project supported activities in training activities, study

tours and workshops, including travel and subsistence costs for training, study tour and workshop participants, costs associated with securing the services of trainers, rental of training and workshop facilities, preparation and reproduction of training and workshop materials, and other costs directly related to study tours or training course or workshop preparation and implementation.

- 19. "Vwaza Marsh Reserve" means the reserve established in April 1977 pursuant to Government Notice No.33 of April 1977.
- 20. "Zambia Grant Agreement" means Agreement to be signed between the Republic of Zambia and the World Bank for purposes of providing a GEF Grant to finance Zambia Project.