GEF TRUST FUND GRANT NUMBER TF090462-JO

Global Environment Facility Trust Fund Project Agreement

(Integrated Ecosystem Management in the Jordan Rift Valley Project)

between

ROYAL SOCIETY FOR THE CONSERVATION OF NATURE

and

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

Dated August 9, 2007

GEF TRUST FUND GRANT NUMBER TF090462-JO

GEF TRUST FUND PROJECT AGREEMENT

AGREEMENT dated August 9, 2007, entered into between the ROYAL SOCIETY FOR THE CONSERVATION OF NATURE (the "Project Implementing Entity") and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVLOPMENT ("World Bank") (the "Project Agreement") in connection with the Trust Fund Grant Agreement of same date between the Hashemite Kingdom of Jordan (the "Recipient") and the World Bank (the "Grant Agreement"). 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 Article 1.01 of the Grant Agreement) constitute an integral part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in the Project Agreement have the meanings ascribed to them in the Grant Agreement or the Standard Conditions.

ARTICLE II—PROJECT

- 2.01. The Project Implementing Entity declares its commitment to the objectives of the Project. To this end, the Project Implementing Entity shall carry out the Project 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 carry out the Project in accordance with the provisions of the Schedule to this Agreement.

ARTICLE III – TERMINATION

3.01. The Project Agreement and all obligations of the parties under it shall terminate on the date on which the Grant Agreement terminates in accordance with the provisions of its terms and the Standard Conditions.

ARTICLE IV – REPRESENTATIVE; ADDRESSES

- 4.01. The Project Implementing Entity's Representative is the Director-General of RSCN.
- 4.02. The World Bank's Address is:

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

Cable: Telex: Facsimile:

INTBAFRAD 248423(MCI) or 1-202-477-6391

Washington, D.C. 64145(MCI)

4.03. The Project Implementing Entity's Address is:

Royal Society for the Conservation of Nature P.O. Box 1215 Jubaiha 11941 Amman Jordan

Telephone: Facsimile:

962-6-533-7931 962-6-534-7411 962-6-533-7932

AGREED at the District of Columbia, United States of America, as of the day and year first above written.

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

By / s / Daniela Gressani

Authorized Representative

ROYAL SOCIETY FOR THE CONSERVATION OF NATURE

By / s / Zeid Ra'ad Al-Hussein

Authorized Representative

SCHEDULE

Execution of the Project

Section I. Institutional and Other Arrangements

A. Project Manuals and Plans

- 1. The Project Implementing Entity shall ensure that the Project will be carried out in accordance with the Project Implementation Plan, the Subsidiary Agreement, the Environmental and Social Management Plan, the Environmental and Social Assessment and the Resettlement Process Framework.
- 2. Except as the World Bank shall otherwise agree, the Project Implementing Entity shall ensure that no provision of the Project Implementation Plan, the Environmental and Social Assessment, the Subsidiary Agreement, the Environmental and Social Management Plan, and the Resettlement Process Framework is amended or waived if, in the opinion of the World Bank, such amendment or waiver may materially and adversely affect the carrying out of the Project or the achievement of the objectives thereof.
- 3. The Project Implementing Entity shall ensure that objectives of the Project and the implementation of the Project (as described in Schedule 1 to the Grant Agreement) are carried out in accordance with the provisions of the Project Implementation Plan and other terms and conditions agreed with the World Bank.
- 4. The Project Implementing Entity shall ensure that no action is taken which shall prevent or interfere with the carrying out of any activities required under the Environmental and Social Management Plan, and the Resettlement Process Framework.

Section II. Financial Management, Project Monitoring, Reporting and Evaluation

A. Financial Management and Audits

- 1. The Project Implementing Entity shall ensure that a financial management system is maintained in accordance with the provisions of Section 2.07 of the Standard Conditions.
- 2. The Project Implementing Entity shall ensure that interim unaudited financial reports for the Project are prepared and furnished to the World Bank not later than forty-five 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 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 Project Implementing Entity. 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.

B. Project Monitoring, Reporting and Evaluation

- 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 the indicators agreed with the World Bank. Each Project Report shall cover the period of each calendar semester, 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 Project Implementing Entity shall prepare the Completion Report in accordance with the provisions of the 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.

Section III. Procurement

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