

GEF GRANT NUMBER TF0B0740-CO

Global Environment Facility
Grant Agreement

(Orinoquia Integrated Sustainable Landscapes Project)

between

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

acting as an Implementing Agency of the Global Environment Facility

and

**FONDO MUNDIAL PARA LA NATURALEZA COLOMBIA
-WWF COLOMBIA**

GEF GRANT NUMBER TF0B0740-CO

GLOBAL ENVIRONMENT FACILITY GRANT AGREEMENT

AGREEMENT dated as of the Signature Date between INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (“Bank”), acting as an implementing agency of the Global Environment Facility (“GEF”) and FONDO MUNDIAL PARA LA NATURALEZA COLOMBIA -WWF COLOMBIA (“Recipient”). The Bank and the Recipient hereby agree as follows:

**Article I
Standard Conditions; Definitions**

- 1.01. The Standard Conditions (as defined in the Appendix to this Agreement) apply to and form 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 described in Schedule 1 to this Agreement (“Project”). To this end, the Recipient shall carry out the Project, shall cooperate with MINAMBIENTE and cause PNN, Corporinoquia and the Project Partners to carry out the Project in accordance with the provisions of Article II of the Standard Conditions and Schedule 2 to this Agreement.

**Article III
The Grant**

- 3.01. The Bank agrees to extend to the Recipient a grant in an amount not to exceed five million nine hundred thirty-six thousand seventy-three United States Dollars (\$5,936,073) (“Grant”) to assist in financing the Project.
- 3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section III of Schedule 2 to this Agreement.
- 3.03. The Grant is funded out of the abovementioned trust fund for which the Bank receives periodic contributions from the donors to the trust fund. In accordance with Section 3.02 of the Standard Conditions, the Bank’s payment obligations in connection with

this Agreement are limited to the amount of funds made available to it by the donors under the abovementioned trust fund, 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 Endorsement Letter shall have been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely, in the reasonable opinion of the Bank, the ability of the Recipient to perform any of its obligations under this Agreement, the Implementation Agreement or the Cooperation Agreements.
 - (b) The WWF Status shall have been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely, in the reasonable opinion of the Bank, its ability to perform any of its obligations under this Agreement, the Implementation Agreement or the Cooperation Agreements.
 - (c) The Recipient, MINAMBIENTE, PNN or Corporinoquia shall have failed to perform any of their obligations under the Implementation Agreement.
 - (d) The Project Partners shall have failed to perform any of their obligations under the Cooperation Agreements.
 - (e) The Bank has determined after the Effective Date referred to in Section 5.03 of this Agreement that prior to such date but after the Signature Date, an event has occurred which would have entitled the Bank to suspend the Recipient's right to make withdrawals from the Grant Account under the terms of this Agreement, if this Agreement had been effective on the date such event.

Article V Effectiveness; Termination

- 5.01. This Agreement shall not become effective until evidence satisfactory to the Bank has been furnished that the execution and delivery of this Agreement on behalf of the Recipient have been duly authorized or ratified by all necessary administrative or corporate action.
- 5.02. As part of the evidence to be furnished pursuant to Section 5.01, there shall be furnished to the Bank an opinion or opinions satisfactory to the Bank of counsel

acceptable to the Bank or, if the Bank so requests, a certificate satisfactory to the 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 Bank shall otherwise agree, this Agreement shall enter into effect on the date upon which the Bank dispatches to the Recipient notice of its acceptance of the evidence required pursuant to Section 5.01 (“Effective Date”). If, before the Effective Date, any event has occurred which would have entitled the Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if this Agreement had been effective, the 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 120 days after the Signature Date, unless the Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The 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 Executive Director.
- 6.02. For purposes of Section 7.01 of the Standard Conditions: (a) the Recipient’s address is:

FONDO MUNDIAL PARA LA NATURALEZA COLOMBIA – WWF
COLOMBIA
Carrera 10 A # 69 A – 44
Bogotá, Colombia; and

(b) the Recipient’s Electronic Address is:

E-mail: svalenzuela@wwf.org.co

- 6.03. For purposes of Section 7.01 of the Standard Conditions: (a) the Bank’s address is:

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

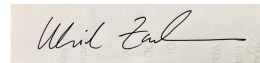
(b) the Bank's Electronic Address is:

Telex:	Facsimile:	E-mail
248423 (MCI) or 64145 (MCI)	1-202-477-6391	uzachau@worldbank.org

AGREED as of the Signature Date.

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

By



Authorized Representative

Name: Ulrich zachau

Title: Country Director

Date: 06-Nov-2019

**FONDO MUNDIAL PARA LA NATURALEZA
COLOMBIA -WWF COLOMBIA**

By



Authorized Representative

Name: Sandra Valenzuela

Title: Legal Representative - COO

Date: 14-Nov-2019

SCHEDULE 1

Project Description

The objective of the Project is to promote representation of Orinoquia wetlands and savanna lands in land-use planning instruments and landscape connectivity in selected project areas.

The Project consists of the following parts:

Part 1. Effective Integration of Environmental Considerations at Appropriate Scales in Territorial and Sector Planning

Support the Recipient to generate accurate biodiversity and ecosystem services information at landscape level and to finance activities required to guarantee the inclusion of this information into territorial and sector planning processes of the agricultural sectors.

1.1. Generation and Management of Information on Biodiversity and Ecosystem Services for Territorial and Sector Planning

Support the Recipient to: (i) strengthen the processes of generation, management and access to information on biodiversity and ecosystem services, including systematic mapping of land covers; delineation of wetlands and savanna, assessment and monitoring of conservation status of critical species, valuation of main ecosystem services, identification and mapping of main water supply basins; (ii) finance the scaling-up of an integrated and dynamic land-use model that simulates the impact of land-use changes on biodiversity, agriculture and ecosystem services; (iii) improve regional information systems for biodiversity and ecosystem services, through the strengthening of human, and technical resources; and (iv) strengthen the capacity of local and regional public or private entities to optimize access and use of environmental information for sectoral and territorial planning and management process, with a special focus on gender issues.

1.2. Integration of Biodiversity and Ecosystem Services for Territorial and Sector Planning

Support the Recipient to develop land-use planning instruments and activities informed by data generated under Component 1.1, including the refinement of the agricultural frontier for the selected mosaics and the development of the municipal ecological main structure for municipalities in the Project area, and training in territorial planning for public and private stakeholders; through: (i) support to the technical and normative process for the detailed definition of the agricultural frontier in the Project area with the participation of key stakeholders; (ii) a harmonized methodology to guide municipalities in the definition of their ecological main structure as a planning tool to guarantee landscape connectivity; and (iii) a training program for key stakeholders in territorial planning with environmental criteria focused on the adoption and the implementation of land-use planning instruments.

Part 2. Landscape Management for Connectivity and Resilience in Priority Biodiversity and Ecosystem Services Areas

Support the Recipient to adopt an integrated landscape management in Project areas while enhancing the resilience and connectivity for biodiversity and ecosystem service provision.

2.1. Strengthening Management of Critically Important Areas and the Protected Areas System at National, Regional and Local Levels

Support the Recipient to: (i) create a national protected area for savannahs and wetlands of Arauca by supporting the stakeholder engagement phase of the protected area declaration process; (ii) strengthen the national and regional systems of protected areas including the formulation and/or implementation of management plans for the national forest reserve “Cuenca Alta del Río Satocá” and for the national park “El Tuparro”, the preparation of management guidelines for the biosphere reserve “El Tuparro” as well as the implementation of management plans for the national integrated management district of Cinaruco and the Bitá River; and (iii) improve environmental governance through the consolidation of regional centers for environmental dialogue, and the development of a communication strategy for governance of biodiversity and ecosystem services.

2.2. Sustainable Management for Resilient and Connected Productive Landscapes

Support the Recipient to: (i) pilot an integrated landscape management approach in productive landscapes based on the information generated under Part 1.1, including the development of sectoral production and conservation plans for connectivity and resilience (“connectivity agreements”), the development of a sustainable fishery management plan in coordination with AUNAP and Corporinoquia, the implementation of ecological restoration activities, and the strengthening of key stakeholders to broaden their sustainable tourism offer with adequate certification; and (ii) strengthen capacity building of local stakeholders with special attention to gender issues, for the formulation and adoption of integrated landscape management guidelines, and of participatory monitoring systems for sustainability and ecosystem services in productive landscapes.

2.3. Strengthening Financial and Non-Financial Mechanisms for the Sustainable Management of Important Areas for Biodiversity and Ecosystem Services

Support the Recipient to: (i) support the formulation of productive project proposal for financing by National Royalty System or other funding sources; (ii) adjust the financial instrument for sustainable productive transformation of the floodable savannahs livestock ranching systems; (iii) develop a portfolio of bio-economy value added products based on existing regional bio-economy diagnostics involving key stakeholders, including an international and national market analysis for these products, as well as the identification and (if possible) support to additional steps needed for commercial use of these products (including certification, approvals, patent requirements, among others); and (iv) implement capacity-building processes focused on access to economic and financial incentives and

mechanisms in partnership with regional academic institutions with a special focus on gender sensitivities.

Part 3. Project Management, Implementation, Coordination, Communication, Monitoring and Evaluation

Support overall Project management, implementation, coordination, communication, monitoring and evaluation, including *inter alia*: (i) inter-institutional coordination and support to the PIU and its staff; (ii) activity supervision, monitoring, evaluation and impact assessment; (iii) training and knowledge exchange; (iv) fiduciary administration, financial management, internal controls and audits; (v) environmental and social standards management and implementation; (vi) a citizen's engagement and grievance redress mechanisms; and (vii) external and internal communication strategy to support the dissemination of Project's results and lessons learned.

SCHEDULE 2

Project Execution

Section I. Institutional and Other Arrangements

A. Institutional Arrangements

1. The Recipient shall vest, at all times during the implementation of the Project, the overall responsibility for the coordination, management, planning, monitoring and evaluation of the Project in its PIU with sufficient resources, decision making capacity, competent staff in adequate numbers and responsibilities, all acceptable to the Bank and as set forth in the Project Operational Manual.
2. The Recipient shall participate and maintain at all times during the implementation of the Project, the Steering Committee, with representatives of entities involved in Project implementation, with regular meetings and sufficient resources, all acceptable to the Bank and as set forth in the Project Operational Manual.
3. The Recipient shall cooperate with MINAMBIENTE and shall cause PNN and Corporinoquia to implement their respective parts of the Project with sufficient resources, decision making capacity, competent staff in adequate numbers and responsibilities, all acceptable to the Bank and as set forth in the Project Operational Manual and the Implementation Agreement.
4. The Recipient shall cause the Project Partners to implement their respective parts of the Project with sufficient resources, decision making capacity, competent staff in adequate numbers and responsibilities, all acceptable to the Bank and as set forth in the Project Operational Manual and their respective Cooperation Agreements.

B. Project Operational Manual

1. The Recipient shall: (i) adopt and carry out the Project, or/and cause the Project to be carried out, in accordance with the Project Operational Manual acceptable to the Bank, which shall include the rules, methods, guidelines, standard documents and procedures for the carrying out of the Project, including the following: (a) the detailed description of Project implementation activities and the detailed institutional arrangements of the Project including detailed roles and functions for the Steering Committee, MINAMBIENTE, PNN, Corporinoquia and the Project Partners; (b) the Project administrative, communication, accounting, auditing, reporting, financial management (including cash flow aspects in relation thereto), procurement and disbursement procedures; (c) description of the grievance redress mechanisms; (d) the monitoring indicators for the Project; and (e) the Environmental and Social Standards and the Environmental and Social Commitment Plan (“ESCP”), including the stakeholder engagement plan; and (ii)

not amend, suspend, abrogate, repeal or waive any provision of said Project Operational Manual without the prior written approval of the Bank.

2. In case of any conflict between the terms of the Project Operational Manual and this Agreement, the terms of this Agreement shall prevail.

C. Implementation Agreement

1. To facilitate the carrying out of the Project, the Recipient shall sign with MINAMBIENTE, PNN and Corporinoquia, no later than two months after the Effective Date and thereafter maintain the Implementation Agreement during the implementation of the Project, on terms and conditions acceptable to the Bank.
2. The Recipient shall exercise its rights or carry out its obligations under the Implementation Agreement in such manner as to protect the interests of the Recipient and the Bank and to accomplish the purposes of the Project. Except as the Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate, waive, terminate or fail to enforce the Implementation Agreement, or any of its provisions.

D. Cooperation Agreements

1. To facilitate the carrying out of the Project, the Recipient shall sign and thereafter maintain Cooperation Agreements with Project Partners during the implementation of the Project, on terms and conditions acceptable to the Bank.
2. The Recipient shall exercise its rights or carry out its obligations under the Cooperation Agreements in such manner as to protect the interests of the Recipient and the Bank and to accomplish the purposes of the Project. Except as the Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate, waive, terminate or fail to enforce the Cooperation Agreements, or any of their provisions.

E. Environmental and Social Standards

1. The Recipient shall ensure (and shall cause MINAMBIENTE, PNN, Corporinoquia and the Project Partners to ensure) that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Bank.
2. Without limitation upon paragraph 1 above, the Recipient shall ensure (and shall cause MINAMBIENTE, PNN, Corporinoquia and the Project Partners to ensure) that the Project is implemented in accordance with the ESCP, in a manner acceptable to the Bank. To this end, the Recipient shall ensure (and shall cause to ensure) that:

- (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, and as further specified in the ESCP;
- (b) sufficient funds are available to cover the costs of implementing the ESCP;
- (c) policies, procedures and qualified staff are maintained to enable it to implement the ESCP, as further specified in the ESCP; and
- (d) the ESCP or any provision thereof, is not amended, revised or waived, except as the Bank shall otherwise agree in writing and the Recipient has, thereafter, disclosed the revised ESCP.

In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.

3. The Recipient shall (and shall cause MINAMBIENTE, PNN, Corporinoquia and the Project Partners to):
 - (a) take all measures necessary on its part to collect, compile, and furnish to the Bank through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Bank, information on the status of compliance with the ESCP and the management tools and instruments referred to therein, all such reports in form and substance acceptable to the Bank, setting out, *inter alia*: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and
 - (b) promptly notify the Bank of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers in accordance with the ESCP, the instruments referenced therein and the Environmental and Social Standards.
4. The Recipient shall (and shall cause MINAMBIENTE, PNN, Corporinoquia and the Project Partners to), maintain and publicize the availability of a grievance mechanism, in form and substance satisfactory to the Bank, to hear and determine fairly and in good faith all requests, and complaints raised in relation to the Project, and take all measures necessary to implement the determinations made by such mechanism in a manner satisfactory to the Bank.
5. The Recipient shall ensure (and shall cause MINAMBIENTE, PNN, Corporinoquia and the Project Partners to ensure) that Project activities do not

involve the use or potential pollution of International Waterways, as determined by the Bank.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

The Recipient shall ensure that each Project Report is furnished to the Bank not later than forty five (45) days after the end of each calendar semester, covering the calendar semester.

Section III. Withdrawal of 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; and (b) this Section; to finance Eligible Expenditures in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table.

Category	Amount of the Grant Allocated (expressed in USD)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, works, non-consulting services, consulting services, Training and Operating Costs for the Project	5,936,073	100%
TOTAL AMOUNT	5,936,073	

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 Signature Date, except that withdrawals up to an aggregate amount not to exceed \$ 1,000,000 may be made for payments made up to twelve months prior to the Signature Date for Eligible Expenditures under Category (1).
2. The Closing Date is June 30, 2023.

APPENDIX

Definitions

1. “Anti-Corruption Guidelines” means, for purposes of paragraph 2 of the Appendix to the Standard Conditions, 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, and as of July 1, 2016.
2. “AUNAP” means *Autoridad Nacional de Acuicultura y Pesca*, the Member Country’s National Authority on Aquaculture and Fisheries, as established and operating under the Member Country’s Decree No. 4181 dated November 3, 2011, or any successor thereto acceptable to the Bank.
3. “Bita River Basin Council” means the council in charge of the Bita River Basin in the Member Country’s territory, as established and operating under the Resolution of Corporinoquia 300.36 18.0578 of May 2, 2018 and the minutes of the first meeting of said Bita River Basin Council dated March 20, 2019, or any successor thereto acceptable to the Bank.
4. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
5. “Corporinoquia” means *Corporación Autónoma Regional de la Orinoquia*, the autonomous regional corporation for Orinoquia in the Member Country’s national territory, as established and operating under the Member Country’s Law 99 dated December 22, 1993, or any successor thereto acceptable to the Bank.
6. “Cooperation Agreements” means the agreements (“*acuerdos*” or “*convenios*”) to be signed between the Recipient and the Project Partners, as referred to in Section I.D of Schedule 2 to this Agreement and as further detailed in the Project Operational Manual.
7. “Endorsement Letter” means a letter signed by the Member Country through MINAMBIENTE, dated August 30, 2017 endorsing the activities under the Project and the role of the Recipient for the implementation of said Project, as further detailed in the Project Operational Manual.
8. “Environmental and Social Commitment Plan” or the acronym “ESCP” means the Recipient’s environmental and social commitment plan, acceptable to the Bank, dated July 16, 2019, which sets out a summary of the material measures and actions to address the potential environmental and social risks and impacts of the Project, including the timing of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any instruments to be prepared thereunder; as the ESCP may be revised from time to time, with prior written

agreement of the Bank, and such term includes any annexes or schedules to such plan.

9. “Environmental and Social Standards” means, collectively: (i) “Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts”; (ii) “Environmental and Social Standard 2: Labor and Working Conditions”; (iii) “Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management”; (iv) “Environmental and Social Standard 4: Community Health and Safety”; (v) “Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement”; (vi) “Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources”; (vii) “Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan Historically Underserved Traditional Local Communities”; (viii) “Environmental and Social Standard 8: Cultural Heritage”; (ix) “Environmental and Social Standard 9: Financial Intermediaries”; (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Bank at <https://www.bancomundial.org/es/projects-operations/environmental-and-social-framework>
10. “Implementation Agreement” means the agreement to be signed among the Recipient, MINAMBIENTE, PNN and Corporinoquia, as referred to in Section I.C of Schedule 2 to this Agreement and as further detailed in the Project Operational Manual.
11. “International Waterways” means: (a) any river, canal, lake, or similar body of water that forms a boundary between, or any river or body of surface water that flows through, two or more states; (b) any tributary or other body of surface water that is a component of any waterway described in (a) above; or (c) any bay, gulf, strait, or channel bounded by two or more states or, if within one state, recognized as a necessary channel of communication between the open sea and other states and any river flowing into such waters.
12. “Member Country” means the Republic of Colombia.
13. “MINAMBIENTE” means *Ministerio de Ambiente y Desarrollo Sostenible*, the Member Country’s Ministry of Environment and Sustainable Development, or any successor or successors thereto acceptable to the Bank.
14. “National Royalty System” means *Sistema General de Regalías*, the Member Country’s national royalty system, as established and operating under the Member Country’s Legislative Act No. 05 dated May 11, 2011.
15. “Operating Costs” means the reasonable incremental operational costs related to Project technical and administrative management, preparation, monitoring and

supervision required under the Project, including *inter alia*, office equipment, supplies, travel costs (including accommodations, transportation costs and *per diem*), bank charges, printing services, communication costs, utilities, maintenance and rental of office equipment and facilities, insurance, vehicle operation and maintenance costs, local contractual staff working on Project, and logistics services.

16. “PDET” means *Programa de Desarrollo con Enfoque Territorial*, the Member Country’s program for local development, as created and operating under the Member Country’s Decree No. 893 dated May 28, 2017, or any successor thereto acceptable to the Bank.
17. “PIU” means the Project Implementation Unit within the administrative structure of the Recipient, in charge of the overall implementation of the Project, as further detailed in the Project Operational Manual.
18. “PNN” means *Parques Nacionales Naturales de Colombia*, the entity in charge of management and coordination of the natural parks system in the Member Country’s territory, as established and operating under the Member Country’s Law 99 dated December 22, 1993, or any successor thereto acceptable to the Bank.
19. “Procurement Regulations” means, for purposes of paragraph 20 of the Appendix to the Standard Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated July 2016, revised November 2017 and August 2018.
20. “Project Operational Manual” means the Recipient’s manual to be adopted by the Recipient, MINAMBIENTE, PNN and Corporinoquia, as referred to in Section I. B of Schedule 2 to this Agreement.
21. “Project Partners” means the entities who have signed or are to sign Cooperation Agreements with the Recipient, as further detailed in the Project Operational Manual, or any successor or successors thereto acceptable to the Bank.
22. “Signature Date” means the later of the two dates on which the Recipient and the Bank signed this Agreement and such definition applies to all references to “the date of the Grant Agreement” in the Standard Conditions.
23. “Standard Conditions” means the “International Bank for Reconstruction and Development and International Development Association Standard Conditions for Grant Financing Made by the Bank out of Trust Funds”, dated February 25, 2019.
24. “Training” means the expenditures (other than those for consulting services) incurred in connection with the carrying out of training, seminars, and workshops, including the reasonable travel costs (e.g. accommodations, transportation costs and *per diem*) of trainees and trainers (if applicable), catering, rental of training

facilities and equipment, logistics and printing services, as well as training materials and equipment required under the Project.

25. “Steering Committee” means the committee set forth in Section I.A.2 of Schedule 2 to this Agreement.
26. “WWF Status” means collectively the legal instruments and arrangements creating the Recipient (including, *inter alia*, its articles of incorporation and its bylaws, if need be); any legal arrangement needed for the creation and operationalization of the Recipient’s activities under the Project (if need be); all in accordance with the Member Country’s legal framework and as further detailed in the Project Operations Manual and in the Endorsement Letter.