

CONFORMED COPY

GEF TRUST FUND GRANT NUMBER TF051204 UG

UWA Project Agreement

(Protected Areas Management and Sustainable Use Project)

between

**INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT**

acting as an Implementing Agency of the Global Environment Facility

and

UGANDA WILDLIFE AUTHORITY

Dated September 16, 2002

GEF TRUST FUND GRANT NUMBER TF051204 UG

UWA PROJECT AGREEMENT

AGREEMENT, dated September 16, 2002, between INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (the Bank) acting as an implementing agency of the Global Environment Facility (GEF) in respect of grant funds provided to the GEF Trust Fund by certain members of the Bank as participants of the GEF and UGANDA WILDLIFE AUTHORITY (UWA).

WHEREAS (A) by the Global Environment Facility Trust Fund Grant Agreement (GEF Trust Fund Grant Agreement) of even date herewith between the Republic of Uganda (the Recipient) and the International Bank for Reconstruction and Development (the Bank), acting as an implementing agency of the Global Environment Facility (GEF) in respect of grant funds provided to the Global Environment Facility Trust Fund (GEF Trust Fund) by certain members of the Bank as participants to the GEF, the Bank has agreed to make available to the Recipient an amount of six million four hundred seven thousand Special Drawing Rights (SDR 6,407,000), on terms and conditions set forth in the GEF Trust Fund Grant Agreement; and

(B) by a subsidiary agreement to be entered into between the Recipient and UWA (UWA Subsidiary Agreement), proceeds of the GEF Trust Fund Grant provided for under the GEF Trust Fund Grant Agreement, will be made available to UWA on the terms and conditions set forth in said UWA Subsidiary Agreement;

WHEREAS UWA, in consideration of the Bank's entering into the GEF Trust Fund Grant Agreement with the Recipient, has agreed to undertake the obligations set forth in this Agreement;

NOW THEREFORE the parties hereto hereby agree as follows:

ARTICLE I

Definitions

Section 1.01. Unless the context otherwise requires, the several terms defined in the GEF Trust Fund Grant Agreement, the Preamble to this Agreement and in the General Conditions (as so defined) have the respective meanings therein set forth.

ARTICLE II

Execution of Part A of the Project

Section 2.01. (a) UWA declares its commitment to the objectives of the Project as set forth in Schedule 2 to the GEF Trust Fund Grant Agreement, and, to this end, shall carry out Part A of the Project with due diligence and efficiency and in conformity with appropriate administrative, financial, environmental practices, and shall provide, or cause to be provided, promptly as needed, the funds, facilities, services and other resources required for Part A of the Project.

(b) Without limitation upon the provisions of paragraph (a) of this Section and except as the Bank and UWA shall otherwise agree, UWA shall carry out Part A of the Project in accordance with the Implementation Program set forth in Schedule 1 to this Agreement.

Section 2.02. Except as the Bank shall otherwise agree, procurement of the goods, works and consultants' services required for Part A of the Project and to be financed out of the proceeds of the GEF Trust Fund Grant shall be governed by the provisions of Schedule 3 to the GEF Trust Fund Grant Agreement.

Section 2.03. (a) UWA shall carry out the obligations set forth in Sections 9.03, 9.04, 9.05, 9.06, 9.07 and 9.08 of the General Conditions (relating to insurance, use of goods and services, plans and schedules, records and reports, maintenance and land acquisition, respectively) in respect of Part A of the Project.

(b) For the purposes of Section 9.06 of the General Conditions and without limitation thereto, UWA shall:

- (i) prepare, on the basis of guidelines acceptable to the Bank and furnish to the Bank not later than six (6) months after the Closing Date or such later date as may be agreed for this purpose between the Bank and the Recipient, a plan for the future operation of Part A of the Project; and

- (ii) afford the Bank a reasonable opportunity to exchange views with UWA on said plan.

Section 2.04. UWA shall duly perform all its obligations under the Subsidiary Agreement. Except as the Bank shall otherwise agree, UWA shall not take or concur in any action which would have the effect of amending, abrogating, assigning or waiving the Subsidiary Agreement or any provision thereof.

Section 2.05. (a) UWA shall, at the request of the Bank, exchange views with the Bank with regard to the progress of Part A of the Project, the performance of its obligations under this Agreement and under the Subsidiary Agreement, and other matters relating to the purposes of the Project .

(b) UWA shall promptly inform the Bank of any condition which interferes or threatens to interfere with the progress of Part A of the Project, the accomplishment of the purposes of the Project, or the performance by the Recipient of its obligations under this Agreement and under the Subsidiary Agreement.

ARTICLE III

Management and Operations of UWA

Section 3.01. UWA shall carry on its operations and conduct its affairs in accordance with sound administrative, financial and environmental practices under the supervision of qualified and experienced management assisted by competent staff in adequate numbers.

Section 3.02. UWA shall at all times operate and maintain its equipment and other property, and from time to time, promptly as needed, make all necessary maintenance and renewals thereof, all in accordance with sound engineering, financial and environmental practices.

Section 3.03. UWA shall take out and maintain with responsible insurers, insurance against such risks and in such amounts as shall be consistent with appropriate practice.

ARTICLE IV

Financial Covenants

Section 4.01. (a) UWA shall maintain a financial management system, including records and accounts, and prepare financial statements in a format acceptable to the Bank, adequate to reflect the operations, resources and expenditures related to Part A of the Project.

(b) UWA shall:

- (i) have the records, accounts and financial statements referred to in paragraph (a) of this Section for each fiscal year audited, in accordance with auditing standards acceptable to the Bank, consistently applied, by independent auditors acceptable to the Bank;
- (ii) furnish to the Bank as soon as available, but in any case not later than six months after the end of each such year: (A) certified copies of the financial statements referred to in paragraph (a) of this Section for such year as so audited; and (B) an opinion on such statements, records and accounts and report of such audit, by said auditors, of such scope and in such detail as the Bank shall have reasonably requested; and
- (iii) furnish to the Bank such other information concerning such records and accounts, and the audit thereof, and concerning said auditors, as the Bank may from time to time reasonably request.

(c) For all expenditures with respect to which withdrawals from the GEF Trust Fund Grant Account were made on the basis of Financial Monitoring Reports, UWA shall:

- (i) maintain or cause to be maintained, in accordance with paragraph (a) of this Section, records and separate accounts reflecting such expenditures;
- (ii) retain, until at least one year after the Bank has received the audit report for the fiscal year in which the last withdrawal from

the GEF Trust Fund Grant Account was made, all records (contracts, orders, invoices, bills, receipts and other documents) evidencing such expenditures;

- (iii) enable the Bank'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 Financial Monitoring Reports 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.

Section 4.02. UWA shall prepare and furnish to the Bank before or with the first application for withdrawal from the GEF Trust Fund Grant Account and, thereafter, not later than 45 days after the end of each calendar quarter, a Financial Monitoring Report, in form and substance satisfactory to the Bank, which:

(a) (i) sets forth actual sources and uses of funds for the Project, both cumulatively and for the period covered by said report, and projected sources and uses of funds for the Project for the six-month period following the period covered by said report; and (ii) shows separately expenditures financed out of the proceeds of the GEF Trust Fund Grant during the period covered by said report and expenditures proposed to be financed out of the proceeds of the GEF Trust Fund Grant during the six-month period following the period covered by said report;

(b) (i) describes physical progress in Project implementation, both cumulatively and for the period covered by said report; and (ii) explains variances between the actual and previously forecast implementation targets; and

(c) sets forth the status of procurement under the Project and expenditures under contracts financed out of the proceeds of the GEF Trust Fund Grant, as at the end of the period covered by the said report.

ARTICLE V

Effective Date; Termination; Cancellation and Suspension

Section 5.01. This Agreement shall come into force and effect on the date upon which the GEF Trust Fund Grant Agreement becomes effective.

Section 5.02. (a) This Agreement and all obligations of the Bank and of UWA thereunder shall terminate on the earlier of the following two dates:

- (i) the date on which the GEF Trust Fund Grant Agreement shall terminate in accordance with its terms; or
- (ii) the date 20 years after the date of this Agreement.

(b) If the GEF Trust Fund Grant Agreement terminates in accordance with its terms before the date specified in paragraph (a) (ii) of this Section, the Bank shall promptly notify UWA of this event.

Section 5.03. All the provisions of this Agreement shall continue in full force and effect notwithstanding any cancellation or suspension under the General Conditions.

ARTICLE VI

Miscellaneous Provisions

Section 6.01. Any notice or request required or permitted to be given or made under this Agreement and any agreement between the parties contemplated by this Agreement shall be in writing. Such notice or request shall be deemed to have been duly given or made when it shall be delivered by hand or by mail, telex or facsimile to the party to which it is required or permitted to be given or made at such party's address hereinafter specified or at such other address as such party shall have designated by notice to the party giving such notice or making such request. Deliveries made by facsimile transmission shall also be confirmed by mail. The addresses so specified are:

For the Bank:

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

Cable address:	Telex:	facsimile:
INTBAFRAD Washington, D.C.	248423 (MCI) 64145 (MCI)	(202)477 6391

For Uganda Wildlife Authority:

Plot # 3 Kintu Rd
P. O. Box 3530
Kampala, Uganda

Facsimile: 256-41-346291

Section 6.02. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement on behalf of UWA may be taken or executed by the Executive Director or such other person or persons as the Executive Director shall designate in writing, and the Executive Director shall furnish to the Bank sufficient evidence of the authority and the authenticated specimen signature of each such person.

Section 6.03. This Agreement may be executed in several counterparts, each of which shall be an original, and all collectively but one instrument.

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.

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT

By /s/ Theodore Ahlers
Acting Regional Vice President

UGANDA WILDLIFE AUTHORITY

By /s/ Edith Sempala
Authorized Representative

SCHEDULE 1

Implementation Program

1. UWA shall carry out Part A of the Project under the overall supervision of the Permanent Secretary of MTTI.

2. (a) UWA shall not carry out any involuntary resettlement for any people resident within the Protected Areas, or impose any restriction of access to legally designated Protected Areas resulting in adverse impacts on the livelihoods of the people resident within such Protected Areas;

(b) For the purposes of the this paragraph: (i) involuntary resettlement includes the involuntary taking of land resulting in relocation or loss of shelter; loss or destruction of housing, crops, or other assets or access to assets; or loss of income sources or means of livelihood, whether or not the affected people must move to another location; and (ii) restriction of access includes restriction on use of the resources of the Protected Areas imposed on: (A) people living outside such Protected Areas, but who are dependant on such resources; or (B) people who continue to live inside such Protected Areas during and after Project implementation; and

(c) Notwithstanding the provisions of (a) and (b) above, UWA may, in accordance with the Wildlife Statute, exercise its right to restrict any new encroachment to, or expansion of settlement in, the Protected Areas.

3. UWA shall: (a) appoint a Financial Manager and an Accountant; and (b) establish a procurement unit with staff having qualifications and experience satisfactory to the Bank.

4. UWA shall:

(a) maintain policies and procedures adequate to enable it to monitor and evaluate on an ongoing basis, in accordance with the indicators set forth in Schedule 5 to the GEF Trust Fund Grant Agreement, the carrying out of Part A of the Project and the achievement of the objectives thereof;

(b) prepare, under terms of reference satisfactory to the Bank, and furnish to the Bank, on or about 24 months after the Effectiveness Date, a report integrating the results of the monitoring and evaluation activities performed pursuant to paragraph (a) of

this Section, on the progress achieved in the carrying out of Part A of the Project during the period preceding the date of said report and setting out the measures recommended to ensure the efficient carrying out of Part A of the Project and the achievement of the objectives thereof during the period following such date; and

(c) review with the Bank, by no later than 60 day after the date of such report, or such later date as the Bank shall request, the report referred to in paragraph (b) of this Section, and, thereafter, take all measures required to ensure the efficient completion of Part A of the Project and the achievement of the objectives thereof, based on the conclusions and recommendations of the said report and the Bank's views on the matter.