

CONFORMED COPY

GEF TRUST FUND GRANT NUMBER 028898 MAI

Global Environment Facility
Trust Fund Grant Agreement

(Mulanje Mountain Biodiversity Conservation Project)

between

REPUBLIC OF MALAWI

and

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT

acting as an Implementing Agency of the Global Environment Facility

Dated July 9, 2001

GEF TRUST FUND GRANT NUMBER 028898 MAI

GLOBAL ENVIRONMENT FACILITY TRUST FUND GRANT AGREEMENT

AGREEMENT, dated July 9, 2001, between REPUBLIC OF MALAWI (the Recipient) and 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.

WHEREAS (A) the Bank, pursuant to Resolution No. 91-5 of March 14, 1991 of the Executive Directors of the Bank, established the GEF to assist in the protection of the global environment and promote thereby environmentally sound and sustainable economic development;

(B) following the restructuring of the GEF, such arrangements continued in place on the basis set forth in Resolution No. 94-2 of May 24, 1994, of the Executive Directors of the Bank which, inter alia, established the GEF Trust Fund and appointed the Bank as trustee of the GEF Trust Fund (Resolution No. 94-2);

(C) the second replenishment of the GEF Trust Fund was approved on the basis set forth in Resolution No. 98-2 of July 14, 1998, of the Executive Directors of the Bank (Resolution No. 98-2);

(D) the Recipient, having satisfied itself as to the feasibility and priority of the project described in Schedule 2 to this Agreement (the Project), has requested assistance from the resources of the GEF Trust Fund for funding the Project, and said

request having been approved in accordance with the provisions of the Instrument for the Establishment of the Restructured Global Environment Facility approved under Resolution No. 94-2, and to be funded from contributions to the GEF Trust Fund under Resolution No. 98-2, which may include funds carried over from the first replenishment of the GEF Trust Fund under Resolution No. 94-2; and

(E) the Project will be carried out by the Mulanje Mountain Conservation Trust (MMCT) with the Recipient's assistance and, as part of such assistance, the Recipient will make available to the Mulanje Mountain Conservation Trust the proceeds of the GEF Trust Fund Grant as provided in this Agreement (the Mulanje Mountain Conservation Trust Fund or MMCTF);

WHEREAS the Bank has agreed, on the basis, inter alia, of the foregoing, to extend the GEF Trust Fund Grant to the Recipient upon the terms and conditions set forth in this Agreement;

NOW THEREFORE, the parties hereto hereby agree as follows:

ARTICLE I

General Conditions; Definitions

Section 1.01 (a) The following provisions of the General Conditions Applicable to Loan and Guarantee Agreements for Single Currency Loans of the Bank, dated January 1, 1985 (as amended through October 6, 1999) with the modifications set forth in paragraph (b) of this Section (the General Conditions) constitute an integral part of this Agreement:

- (i) Article I;
- (ii) Sections 2.01 (1), (2), (3), (4), (6), (8), (9), (10), (11), (15), (18) and (20), 2.02 and 2.03;
- (iii) Section 3.01;
- (iv) Section 4.01 and the first sentence of Section 4.09;
- (v) Article V;
- (vi) Sections 6.01, 6.02 (c), (e), (f), (i), (k), (l), (m), (n), (o) and (p), 6.03, 6.04 and 6.06;
- (vii) Section 8.01 (b);
- (viii) Sections 9.01 (a) and (c), 9.04, 9.05, 9.06, 9.07, 9.08 and 9.09;
- (ix) Sections 10.01, 10.03 and 10.04;
- (x) Article XI; and
- (xi) Sections 12.01 (c), 12.03 and 12.04.

(b) The General Conditions shall be modified as follows:

(i) a new paragraph shall be added to the end of Section 2.01 to read as follows: "the term 'Special Drawing Rights' and the symbol 'SDR' mean special drawing rights as valued by the International Monetary Fund in accordance with its Articles of Agreement";

(ii) the term 'Bank', wherever used in the General Conditions, other than in Sections 2.01 (8) and 6.02 (f) thereof and the last use

of such term in Section 5.01 thereof, means the Bank acting as an implementing agency of the GEF, except that in Section 6.02, the term 'Bank' shall also include the Bank acting in its own capacity;

(iii) the term 'Borrower', wherever used in the General Conditions, means the Recipient;

(iv) the term 'Loan Agreement', wherever used in the General Conditions, means this Agreement;

(v) the term 'Loan' and 'loan', wherever used in the General Conditions, means the GEF Trust Fund Grant;

(vi) the term 'Loan Account', wherever used in the General Conditions, means the GEF Trust Fund Grant Account;

(vii) the second sentence of Section 5.01 is modified to read: 'Except as the Bank and the Borrower shall otherwise agree, no withdrawals shall be made: (a) on account of expenditures in the territories of any country which is not a member of the Bank or for goods produced in, or services supplied from, such territories; or (b) for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.'; and

(viii) a new subparagraph is added after subparagraph (j) in Section 6.02 of the General Conditions, as follows: 'an extraordinary situation shall have arisen in which any further disbursement under the GEF Trust Fund Grant would exceed the resources available for disbursement from the GEF.'

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 following additional terms have the following meanings:

(a) "FD" means the Forestry Department within the MNREA (as hereinafter defined);

(b) "IAPSO" means the Inter-Agency Procurement Services Organization of the United Nations;

(c) "MMCT" means the Mulanje Mountain Conservation Trust, a charitable entity incorporated in Malawi as a Trust under the Malawi Trustees Incorporation Act (CAP 5:03) and established in 1994 in accordance with the principles and objectives of its Constitution of April 13, 2000;

(d) "MMCT Subsidiary Agreement" means the agreement to be entered into between the Recipient and the MMCT establishing the terms and conditions for the transfer of the proceeds of the GEF Trust Fund Grant to the MMCT;

(e) "MMCTF" means the Mulanje Mountain Conservation Trust Fund or MMCT capital account formed in part by the endowment funds from the GEF Trust Fund Grant that will be transferred from the Recipient to the MMCT for the purposes of Part E of this Project and in accordance with the terms and conditions set forth in the MMCT Subsidiary Agreement;

(f) "MMFR" or "Mulanje Mountain Forest Reserve" means the Mulanje Mountain Reserve established pursuant to the Forest Act (CAP 63:01);

(g) "MNREA" means the Recipient's Ministry of Natural Resources and Environmental Affairs;

(h) "NGO" means a non-government organization operating under the laws of the Recipient;

(i) "Project Agreement" means the agreement of even date herewith between the Bank and MMCT, as such agreement may be amended from time to time and such term includes all schedules and agreements supplemental to the Project Agreement;

(j) "Special Account" means the account referred to in Section 2.02 (b) of this Agreement;

(k) "TAM" means the Trust Administration Manual including the details and procedures for the operation of MMCT;

(l) "TAU" means the Trust Administration Unit to be established within the MMCT for the purposes of this Agreement; and

(m) "TMB" means the Trust Management Board comprising of Trustees of MMCT.

ARTICLE II

The GEF Trust Fund Grant

Section 2.01. The Bank agrees to make available to the Recipient, on the terms and conditions set forth or referred to in this Agreement, the GEF Trust Fund Grant in an amount in various currencies equivalent to five million and three hundred thousand Special Drawing Rights (SDR 5,300,000).

Section 2.02. (a) The amount of the GEF Trust Fund Grant may be withdrawn from the GEF Trust Fund Grant Account in accordance with the provisions of Schedule 1 to this Agreement for expenditures made (or, if the Bank shall so agree, to be made) in respect of the reasonable cost of goods, works and services required for carrying out the Project and to be financed out of the proceeds of the GEF Trust Fund Grant.

(b) The Recipient may, for the purposes of the Project, open and maintain in dollars a special deposit account in a commercial bank on terms and conditions satisfactory to the Bank, including appropriate protection against set off, seizure or attachment. Deposits into, and payments out of, the Special Account shall be made in accordance with the provisions of Schedule 3 to this Agreement.

Section 2.03. The Closing Date shall be June 30, 2008, or such later date as the Bank shall establish. The Bank shall promptly notify the Recipient of such later date.

ARTICLE III

Execution of the Project

Section 3.01. (a) The Recipient declares its commitment to the objectives of the Project as set forth in Schedule 2 to this Agreement and, to this end, without any limitation or restriction upon any of its other obligations under this Agreement, shall cause MMCT to carry out the Project and to perform in accordance with the provisions of the Project Agreement all the obligations of MMCT therein set forth, shall take or cause to be taken all action including the provision of funds, facilities, services and other resources necessary or appropriate to enable MMCT to perform such obligations, and shall not take or permit to be taken any action which would prevent or interfere with such performance.

(b) The Recipient shall make the proceeds of the GEF Trust Fund Grant available to MMCT as a Grant (the MMCTF Grant), under a Subsidiary Agreement (the MMCT Subsidiary Agreement) to be entered into between the Recipient and MMCT under terms and conditions which shall have been approved by the Bank.

(c) The Recipient shall exercise its rights under the MMCT Subsidiary Agreement in such a manner as to protect the interests of the Recipient and the Bank and to accomplish the purposes of the GEF Trust Fund Grant, and except as the Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the subsidiary agreement or any provision thereof.

Section 3.02. Except as the Bank shall otherwise agree, procurement of the goods, works and consultants' services required for the Project and to be financed out of the proceeds of the GEF Trust Fund Grant shall be governed by the provisions of Schedule 2 to the Project Agreement.

Section 3.03. For the purposes of Section 9.06 of the General Conditions and without limitation thereto, the Recipient shall:

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

(b) afford the Bank a reasonable opportunity to exchange views with the Recipient on said plan.

Section 3.04. The Recipient shall consult the Bank, prior to making any changes to the composition of the TMB.

ARTICLE IV

Financial Conditions

Section 4.01. (a) For all expenditures with respect to which withdrawals from the GEF Trust Fund Grant Account were made on the basis of statements of expenditure, the Recipient shall:

(i) maintain or cause to be maintained in accordance with sound accounting practices, records and separate accounts reflecting such expenditures;

(ii) ensure that all records (contracts, orders, invoices, bills, receipts and other documents) evidencing such expenditures are retained 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; and

(iii) enable the Bank's representatives to examine such records.

(b) The Recipient shall:

(i) have the records and accounts referred to in paragraph (a) (i) of this Section and those for the Special Account for each fiscal year audited, in accordance with appropriate auditing principles 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 the report of such audit by said auditors, of such scope and in such detail as the Bank shall have reasonably requested, including 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 preparation, can be relied upon to support the related and their withdrawals;

(iii) furnish to the Bank such other information concerning said records and accounts and the audit thereof as the Bank shall from time to time reasonably request.

ARTICLE V

Remedies of the Bank

Section 5.01. Pursuant to Section 6.02 (p) of the General Conditions, the following additional events are specified, namely, that:

(a) an extraordinary situation shall have arisen which shall make it improbable that the Project or a significant part thereof will be carried out;

(b) MMCT shall have failed to perform any of its obligations under the Project Agreement;

(c) as a result of events which have occurred after the date of the GEF Trust Fund Grant Agreement, an extraordinary situation shall have arisen which shall make it improbable that MMCT will be able to perform its obligations under the Project Agreement;

(d) the Recipient's Trustees Incorporation Act (CAP 5:03) and the Constitution of April 13, 2000, establishing the MMCT, shall have been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of MMCT to perform any of its obligations;

(e) the Recipient's Forest Act (CAP 63:01), establishing the MMFR, shall have been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Recipient or the MMCT to perform any of their obligations; and

(f) the MMCT Subsidiary Agreement between the Recipient and MMCT shall have been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the MMCT to perform any of its obligations.

ARTICLE VI

Effectiveness; Termination

Section 6.01. The following events are specified as conditions to the effectiveness of the GEF Trust Fund Grant Agreement within the meaning of Section 12.01 (c) of the General Conditions:

(a) the Recipient has adopted the TAM, in form and substance acceptable to the Bank; and

(b) the MMCT Subsidiary Agreement has been executed by the Recipient and MMCT.

Section 6.02. The following are specified as additional matters, within the meaning of Section 12.02 (c) of the General Conditions, to be included in the opinion or opinions to be furnished to the Bank:

(a) that the Project Agreement has been duly authorized or ratified by MMCT, and is legally binding upon MMCT in accordance with its terms; and

(b) that the MMCT Subsidiary Agreement has been duly authorized or ratified by the Recipient and MMCT and is legally binding upon the Recipient and MMCT in accordance with its terms.

Section 6.03. The date ninety (90) days after the date of this Agreement is hereby specified for the purposes of Section 12.04 of the General Conditions.

Section 6.04. This Agreement shall continue in effect until the GEF Trust Fund Grant has been fully disbursed and the parties to this Agreement have fulfilled their obligations hereunder.

ARTICLE VII

Representative of the Recipient; Addresses

Section 7.01. The Recipient's Minister of Finance is designated as representative of the Recipient for the purposes of Section 11.03 of the General Conditions.

Section 7.02 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 30049
Capital City
Lilongwe 3
Malawi

Cable address:	Telex:
FINANCE	44407 MI Malawi

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

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 American, as of the day and year first above written.

REPUBLIC OF MALAWI

By /s/ Tony Kandiero

Authorized Representative

INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT
as an implementing agency of the Global Environment Facility

By /s/ Pamela Cox

Acting Regional Vice President
Africa

SCHEDULE 1

Withdrawal of the Proceeds of the GEF Trust Fund Grant

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

Category	Amount of the GEF Trust Fund Grant Allocated (Expressed in SDR Equivalent)	% of Expenditures to be Financed
(1) Works	50,000	100%
(2) Goods	125,000	100%
(3) Consultants' Services including training	210,000	100%
(4) MMCTF Endowment Fund	4,315,000	100%
(5) Operating Costs	600,000	100%
TOTAL	5,300,000	

2. For the purposes of this Schedule, the term "Operating Costs" means the incremental expenses incurred by MMCT on account of the Project implementation, including management and monitoring, office supplies, vehicle fuel and maintenance, travel, supervision costs and audits, but excluding salaries of the Recipient's civil service.

3. Notwithstanding the provisions of paragraph 1 above, no withdrawals shall be made in respect of: (a) payments made for expenditures prior to the date of this Agreement, except that withdrawals, in an aggregate amount not exceeding the equivalent of \$15,000, may be made on account of payments made for expenditures before that date but after January 01, 2001; and (b) payments made for expenditures under Category 4 until: (i) two years from the date of effectiveness; (ii) the MMCT Trust Management Board and the MMCT Trust Administration Unit have been established and are performing in a form and substance acceptable to the Bank; (iii) the completion and initial implementation of the MMFR Reserve Management Plan; (iv) the development and launching of a fund raising strategy for the MMCT acceptable to the Bank; (v) evidence of the Recipient's Forestry Department presence and activity on the MMFR has been accepted by the Bank; (vi) before the Recipient has allocated operating funds to the FD and FD has allocated operating funds to MMFR in form acceptable to the Bank; (vii) the Bank has received evidence of adequate progress in the restructuring of the Recipient's FD; and (viii) TMB has approved an investment strategy satisfactory to the Bank.

4. The Bank may require withdrawals from the GEF Trust Fund Grant Account to be made on the basis of statements of expenditure for expenditures for goods, works and consultant firms under contracts costing less than \$25,000 equivalent, for individual consultants under contracts costing less than \$10,000 and for operating costs, all under such terms and conditions as the Bank shall specify by notice to the Recipient.

5. If the Bank shall have determined at any time that any payment made from the GEF Trust Fund Grant Account was used for any expenditure not consistent with the provisions of this Agreement, the Recipient shall, promptly upon notice from the Bank, refund to the Bank for deposit into the GEF Trust Fund Grant Account, an amount equal to the amount so used or the portion thereof as specified by the Bank.

SCHEDULE 2

Description of the Project

The objective of the Project is to support the biodiversity and ecosystems conservation of the Mulanje massif in Malawi through the provision of: (i) technical

and financial assistance to develop institutional and management capacity of FD, MMCT and the local communities to implement environmental conservation activities in the MMFR; (ii) financial and technical support for biodiversity studies, research and monitoring activities; (iii) financial support to environmental education and campaigns; and (iv) funds to the MMCTF endowment fund.

The Project consists of the following parts, subject to such modifications thereof as the Recipient and the Bank may agree upon from time to time to achieve such objectives:

Part A: Institutional Strengthening

1. Establishment of the TAU within the MMCT, through the provision of technical advisory services, training and acquisition of equipment.
2. Strengthening of TMB, TAU and FD for the development of administrative arrangements to support the conservation of the MMFR, through the provision of technical advisory services and training.

Part B: Biodiversity Conservation, Research and Monitoring

1. (a) Carrying out of a biodiversity baseline survey and monitoring activities in the MMFR; and (b) capacity building of the FD and the MMCT on biodiversity protection, management and monitoring of the MMFR, through the provision of technical advisory services and training.
2. Carrying out of conservation activities in the MMFR, through the acquisition of tools and equipment, the provision of technical advisory services and the contracting of labor from local community.

Part C: Environmental Education

Carrying out of environmental education activities and awareness campaigns, through the provision of technical advisory services.

Part D: Forest Co-Management

Development of co-management skills for MMCT, FD and NGOs and carrying out of training activities and workshops on co-management of the MMFR for its stakeholders, through the provision of technical advisory services.

Part E: MMCTF

The provision of endowed financing for the MMCTF to sustain funding for biodiversity conservation of the MMFR.

* * *

The Project is expected to be completed by December 31, 2007.

SCHEDULE 3

Special Account

1. For the purposes of this Schedule:

(a) the term "eligible categories" means Categories 1, 2, 3, 4 and 5 set forth in the table in paragraph 1 of Schedule 1 to this Agreement;

(b) the term "eligible expenditures" means expenditures in respect of the reasonable cost of goods and services required for the Project and to be financed out

of the proceeds of the GEF Trust Fund Grant allocated from time to time to the eligible Categories in accordance with the provisions of Schedule 1 to this Agreement; and

(c) the term "Authorized Allocation" means an amount equivalent to \$300,000 to be withdrawn from the GEF Trust Fund Grant Account and deposited into the Special Account pursuant to paragraph 3 (a) of this Schedule.

2. Payments out of the Special Account shall be made exclusively for eligible expenditures in accordance with the provisions of this Schedule.

3. After the Bank has received evidence satisfactory to it that the Special Account has been duly opened, withdrawals of the Authorized Allocation and subsequent withdrawals to replenish the Special Account shall be made as follows:

(a) For withdrawals of the Authorized Allocation, the Recipient shall furnish to the Bank a request or requests for deposit into the Special Account of an amount or amounts which do not exceed the aggregate amount of the Authorized Allocation. On the basis of such request or requests, the Bank shall, on behalf of the Recipient, withdraw from the GEF Trust Fund Grant Account and deposit into the Special Account such amount or amounts as the Recipient shall have requested.

(b) (i) For replenishment of the Special Account, the Recipient shall furnish to the Bank requests for deposits into the Special Account at such intervals as the Bank shall specify.

(ii) Prior to or at the time of each such request, the Recipient shall furnish to the Bank the documents and other evidence required pursuant to paragraph 4 of this Schedule for the payment or payments in respect of which replenishment is requested. On the basis of each such request, the Bank shall, on behalf of the Recipient, withdraw from the GEF Trust Fund Grant Account and deposit into the Special Account such amount as the Recipient shall have requested and as shall have been shown by said documents and other evidence to have been paid out of the Special Account for eligible expenditures. All such deposits shall be withdrawn by the Bank from the GEF Trust Fund Grant Account under the respective eligible Categories, and in the respective equivalent amounts, as shall have been justified by said documents and other evidence.

4. For each payment made by the Recipient out of the Special Account, the Recipient shall, at such time as the Bank shall reasonably request, furnish to the Bank such documents and other evidence showing that such payment was made exclusively for eligible expenditures.

5. Notwithstanding the provisions of paragraph 3 of this Schedule, the Bank shall not be required to make further deposits into the Special Account:

(a) if, at any time, the Bank shall have determined that all further withdrawals should be made by the Recipient directly from the GEF Trust Fund Grant Account in accordance with the provisions of Article V of the General Conditions and paragraph (a) of Section 2.02 of this Agreement;

(b) if the Recipient shall have failed to furnish to the Bank, within the period of time specified in Section 4.01 (b) (ii) of this Agreement, any of the audit reports required to be furnished to the Bank pursuant to said Section in respect of the audit of the records and accounts for the Special Account;

(c) if, at any time, the Bank shall have notified the Recipient of its intention to suspend in whole or in part the right of the Recipient to make withdrawals from the GEF Trust Fund Grant Account pursuant to the provisions of Section 6.02 of the General Conditions; or

(d) once the total unwithdrawn amount of the GEF Trust Fund Grant allocated to the eligible Categories, minus the total amount of all outstanding special commitments entered into by the Bank pursuant to Section 5.02 of the General

Conditions with respect to the Project, shall equal the equivalent of twice the amount of the Authorized Allocation.

Thereafter, withdrawal from the GEF Trust Fund Grant Account of the remaining unwithdrawn amount of the GEF Trust Fund Grant allocated to the eligible Categories shall follow such procedures as the Bank shall specify by notice to the Recipient. Such further withdrawals shall be made only after and to the extent that the Bank shall have been satisfied that all such amounts remaining on deposit in the Special Account as of the date of such notice will be utilized in making payments for eligible expenditures.

6. (a) If the Bank shall have determined at any time that any payment out of the Special Account: (i) was made for an expenditure or in an amount not eligible pursuant to paragraph 2 of this Schedule; or (ii) was not justified by the evidence furnished to the Bank, the Recipient shall, promptly upon notice from the Bank: (A) provide such additional evidence as the Bank may request; or (B) deposit into the Special Account (or, if the Bank shall so request, refund to the Bank) an amount equal to the amount of such payment or the portion thereof not so eligible or justified. Unless the Bank shall otherwise agree, no further deposit by the Bank into the Special Account shall be made until the Recipient has provided such evidence or made such deposit or refund, as the case may be.

(b) If the Bank shall have determined at any time that any amount outstanding in the Special Account will not be required to cover further payments for eligible expenditures, the Recipient shall, promptly upon notice from the Bank, refund to the Bank such outstanding amount.

(c) The Recipient may, upon notice to the Bank, refund to the Bank all or any portion of the funds on deposit in the Special Account.

(d) Refunds to the Bank made pursuant to paragraphs 6 (a), (b) and (c) of this Schedule shall be credited to the GEF Trust Fund Grant Account for subsequent withdrawal or for cancellation in accordance with the relevant provisions of this Agreement, including the General Conditions.

SCHEDULE 4

Performance Indicators

- (1) Biodiversity conservation aspects of MMFR Mgmt. Plan under implementation (measured through the MMCT ecological monitoring program)
 - (2) Ecosystem of MMFR maintained in good condition (measured through mapping of encroached areas and ecological monitoring)
 - (3) Community knowledge and appreciation increased re target messages (measured through community attitude surveys, FD field reports)
 - (4) Decrease in FD/Community conflict relating to Reserve access and use (measured through FD operating budget for MMFR)
 - (5) Proportion of MMFR resources under co-management (measured through functional co-management agreements)
 - (6) Effective biodiversity conservation program maintained over time in the face of changing circumstances (measured through M&E reports and WB supervision reports)
 - (7) Local stakeholders aware of and positive towards MMCT and its objectives (measured through awareness/attitudes surveys)
- 