GREAT TDP
Green Resilient and Transformational Tourism Development Project

ZAMBIA
MINISTRY OF TOURISM
DEPARTMENT OF TOURISM

GREEN, RESILIENT AND TRANSFORMATIONAL TOURISM DEVELOPMENT PROJECT

PROJECT IMPLEMENTATION MANUAL
VOLUME 3 – MATCHING GRANT MANUAL





Version 2, June 2025

“Strengthen the enabling environment, improve access to resilient infrastructure in selected tourism development areas, and enhance economic opportunities in emerging tourism destinations in Zambia.”

IDA-Funded Project

This document is developed in accordance with generally accepted standards & principles and consistent with the World Bank guidelines on procurement and financial management and should be updated to reflect new development during the life span of the Project. The document is a public document though it is generally used by the GREAT - TDP Project Implementation Unit (PIU) in the performance of their official duties.

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ABBREVIATIONS AND ACRONYMS

AWPB	Annual Work Plan and Budget
CBE	Community Based Entity
CBO	Community Based Organizations
CFMG	Community Forest Management Group
CMP	Collaborative Management Partnership
CRB	Community Resources Board
DNPW	Department of National Park and Wildlife
DoT	Department of Tourism
EPB	Environmental Project Brief
GAAP	Governance and Accountability Action Plan
GMA	Game Management Area
GRM	Grievance Redress Mechanism
IDA	International Development Agency
IEP	Independent Evaluation Panel
LMP	Labour Management Procedure
M&E	Monitoring and Evaluation
MoT	Ministry of Tourism
NPMGA	Nature Partnership Matching Grant Agreement
MoA	Memorandum of Agreement
MoU	Memorandum of Understanding
NBA	Nature Based Activity
NBB	Nature Based Business
NBE	Nature Based Enterprises
NGO	Non-Governmental Organisation
NTFP	Non-Timber Forest Product
PDO	Project Development Objectives
PF	Process Framework
PIM	Project Implementation Manual
PIU	Project Implementation Unit

PPU	Provincial Planning Unit
PSC	Project Steering Committee
RAP	Resettlement Action Plan
RDA	Road Development Agency
RFP	Resettlement Policy Framework
SEP	Stakeholder Engagement Plan
SESA	Social and Environmental Strategic Assessment
MSMEs	Micro Small Medium Enterprise
TA	Technical Assistance
TDA	Tourism Development Areas
TORs	Terms of Reference
USD	United States Dollars
ZAMSTATS	Zambia Statistic Agency
ZEMA	Zambia Environmental Management Agency
ZMW	Zambian Kwacha

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1 INTRODUCTION TO THE NATURE PARTNERSHIP MATCHING GRANT IMPLEMENTATION MANUAL

1.1 Overview of the PIM and other Project Documents

1. The Project Implementation Manual (PIM) is the main document guiding the implementation of the Zambia Green, Resilient and Transformational Tourism Development Project (GREAT-TDP or the Project). The PIM is constituted of five (5) Volumes:

   - V1 Main Document (General description of the Project including detailed costing)
   - V2 Planning, Monitoring and Evaluation (M&E) Manual (all Components)
   - V3 Matching Grant Manual for the Nature Partnership Grant (Sub-component 1.3)
   - V4 Procurement Manual
   - V5 Disbursement and Financial Management Manual

2. It complements, and should be used in conjunction with, other Project documents also owned by the Government, and approved by the World Bank:

   - The Environment and Social Commitment Plan (ESCP)
   - The Environment and Social Management Framework (ESMF)
   - The Stakeholder Engagement Plan (SEP)
   - The Labour Management Procedure (LMP)
   - The Process Framework (PF)
   - The Resettlement Policy Framework (RPF)
   - The Project Procurement Strategy for Development (PPSD)
   - The Annual Work Program and Budget (AWPB)
   - The Concept Notes (CN)

3. The Project is also guided by other Project documents issued by the World Bank:

   - The Project Appraisal Document (PAD)
   - The Financing Agreement
   - The Disbursement Letter

4. Finally, the Project is guided by World Bank and Government of Zambia policies, guidelines, standards for procurement, financial management, environmental and social safeguards, and citizens' engagement.

1.2 Purpose of the PIM

5. The objective of the PIM is to guide the Project Implementation Unit (PIU) and key stakeholders during the implementation of the Project. Therefore, the PIM describes implementation and governance procedures, management, and coordination regarding procurement, management of financial resources, monitoring and evaluation, environmental and social safeguards and reporting.

6. The PIM:

   - Provide overall guidance to the Steering Committee and the PIU, as well as all Project stakeholders including beneficiaries, partners and contractors involved in implementing the Project.
   - Guide the PIU in ensuring that all Project-funded activities are implemented in a manner consistent with the relevant guidelines and procedures adopted by the Government and the World Bank.
   - Guide the PIU in efficient planning, implementing, and monitoring the Project activities for optimal and compliant use of Project financing to produce the best possible results and impacts.
   - Serve as a comprehensive repository of the Project guidelines or references to be used by all stakeholders.

1.3 The Nature Partnership Matching Grant Manual

7. The Nature Partnership Matching Grant Manual, Volume 3 of the PIM, is a specific legal requirement under the Financing Agreement. The users will find it useful to be reminded of these obligations and their nature as shown in Figure 1 below.

Schedule 2.B.2 Nature Partnership Matching Grant Manual
2. The Recipient shall prepare and adopt a Nature Partnership Matching Grant Manual, in form and substance acceptable to the Association, and shall carry out Part 1.3(a) of the Project in accordance with said manual, containing, inter alia, detailed arrangements and procedures for the management and administration of Nature Partnership Matching Grants (Window One and Window Two Grants) to eligible Beneficiaries under Part 1.3(a) of the Project, including eligibility and selection criteria, and modalities of payment; a template Nature Partnership Matching Grant Agreement (NPMGA); and a negative list of excluded activities under Window Two Grants.
3. The Recipient shall not amend, abrogate, waive, or permit to be amended, abrogated, or waived, the aforementioned Project Manuals, or any provision thereof, without the prior written consent of the Association.
4. Notwithstanding the foregoing, in the event of any inconsistency between the provisions of the Project Manuals, and those of this Agreement, the provisions of this Agreement shall prevail.

Figure 1. Quote from the Financing Agreement regarding the Nature Partnership Matching Grant Manual

1.4 How To Utilize The Nature Partnership Matching Grant Manual

8. Each Volume is designed with specific users in mind. This Nature Partnership Matching Grant Manual is designed for all the PIU staff. It provides guidance on the process leading to approving the grants, to implementing them and to monitoring their performance. There is guidance regarding planning and M&E, community and private sectors substantial issues, project design, financial and economic analysis, disbursement, procurement, accounting, and reporting. In short, all staff at the PIU have a role in Sub-component 1.3.

9. This Manual is also designed to be useful to the Applicants, their Mentors, and the Co-investors (see definitions of all three in section 3.3 – Key Parties).

10. The Manual describes in detail the objective of the Nature Partnership Matching Grant, and how to define and measure success. Further, it describes in detail the scheme and its stakeholders. The users will find detailed information on how to identify potential sub-projects in two themes -- Nature-Based Activities (NBA) or Nature-Based Businesses (NBB) and the role of all stakeholders in the process of accessing and implementing the matching grants.

2 OBJECTIVE AND RATIONALE OF THE NATURE PARTNERSHIP MATCHING GRANT

2.1 The Project Development and the Nature Partnership MATCHING Grant Objectives

11. The overall Project Development Objective (PDO) is to strengthen the enabling environment, improve access to resilient infrastructure in selected tourism development areas, and enhance economic opportunities in emerging tourism destinations in Zambia.

12. The specific objective of SC1.3 (the Nature Partnership Matching Grant) is to support the emergence and strengthening of community-based entities and, through partnerships with them, attract private investors to contribute to a nature-based economy in the Project areas.

2.2 Rationale

13. The Nature Partnership Matching Grant is designed (a) to enable community access to the nature-based economy by providing community-based entities with tangible assets, information, and knowledge to increase their attractiveness for long-term partnership toward nature-based solutions, and (b) to help mitigate the investment risk that the pioneer investors take by choosing to invest in nature-based economic activities or businesses in the Project areas.

14. With increased and successful community and private involvement in the nature-based economy, sustainable jobs will be created, profitable value chains will be developed and larger parts of natural habitat in the landscape will become adequately protected.

15. Without grant financing, barriers to overcoming initial deficiencies are too high for local MSMEs and community-owned/partnered enterprises to successfully engage or invest in Nature-Based Activities (NBA), such as conservation of the tourism value of nature, and Nature-Based Businesses (NBB) such as tourism. Such deficiencies include lack of skills, business innovation and acumen (e.g. to develop new products), access to market and capital as well as lack of rights to legally access land and natural resources.

16. Such grants (or "subsidy capital") is also necessary to attract investors by reducing their risks of being pioneer or innovative players in emerging tourism destinations, where the opportunities for NBB are limited by undeveloped markets, quality/readiness of products and access.

17. NBA or NBB growth requires approaches that leverage new financing opportunities such as financial schemes for businesses that are compatible with biodiversity conservation and climate change mitigation and adaptation outcomes (green businesses).

2.3 MEASURING SUCCESS

18. The Nature Partnership Matching Grant significantly contributes to the overall outcome and intermediate outcome of the Project. The Project indicators are broad in scope and may not all apply well to the specific case of Matching Grant and track sufficiently well their performance. Table 2 below lists the indicators that the sub-component is expected to deliver.

19. The reader is invited to refer to Volume 2 of the PIM, Planning and M&E, for a detailed treatment of the indicator's definition, baseline, target value, etc.

Table 1: Project Indicators relevant to the NATURE PARTNERSHIP MATCHING GRANT

Indicator	Mandatory M[1] Supplemental S
OI2. New enterprises in tourism value chain in emerging destination	M
OI4. Direct beneficiaries of the Nature Partnership Matching Grant	M
Including women	
Including youth	
Including people with disability	
OI6. Amount of private investment committed toward the nature-based economy in the Project Area (including as co-financing to the Nature Partnership Matching Grant)	S
IOI 1.1 New agreements signed for collaborative management partnership.	M
IOI 1.2 New agreements signed for nature-based economy concessions.	M
IOI 1.3 Number of community-based organizations (*i.e., CBE*) that are enrolled in nature-based economy partnerships	M
IOI 1.4 Proportion of all businesses (*i.e., CBE*) registered with project support that are women-led / women owned	M
IOI 1.5 People participating in consultations/decision making on natural resources management	M
including female	
IOI 1.6 Area under sustainable landscape management in emerging destinations	M

20. Additional indicators are suggested (not mandatory) for Matching Grant parties to consider when preparing Applications. The use of these indicators (and others that may be more relevant) will greatly assist all parties in the objective monitoring of the performance of the Additional indicators (table 24) are mainly qualitative based as they speak to the performance and effective management of CBEs and partnerships. In order to assess the performance and effectiveness of CBEs and partnerships, an assessment tool will be used based on ranking criteria.

[1] Some indicators are mandatory (M) because they are listed in the World Bank PAD. Because their number is limited and may not sufficiently reflect the Project outcomes, additional indicators have been adopted. They are called Supplemental (S).

Table 2: Suggested Additional Nature Partnership Matching Grant Performance Indicators

S/N	Indicators
1.	Volume or weight of traded commodities for Nature Partnership Matching Grant that support wild-commodity trades
2.	Number of (new) bed-nights for Nature Partnership Matching Grant that support tourism accommodations
3.	Number of (new) clients for Nature Partnership Matching Grant that support non-accommodation-based tourism
4.	Number of people involved in the activities generated by the Nature Partnership Matching Grant (owners, members, employees, clients)
5.	New agreements signed for nature-based economy concessions (or equivalent legal instruments) empowering CBE over land-based, wild commodity-based conservation and sustainable use
6.	Amount of revenue generated (as compared to a business plan) following Nature Partnership Matching Grant implementation.

Table 3: Assessment tools for Nature Partnership Matching Grant Performance

S/N	Indicators
1.	Species abundance or distribution indicators based on simple monitoring system
2.	Simple management effectiveness score for Nature Partnership Matching Grant that involves area-based conservation
3.	Simple performance score for CBE and partnership

2.4 GEOGRAPHY

21. The target Project Areas for the Nature Partnership Matching Grant are listed below:

- Kasaba Bay and surrounding area including Nsumbu National Park and Tondwa GMA in the Nsama District and including the area immediately south-east of the Lufubu River in the Mpulungu District (Nsumbu TDA).
- Liuwa Plain National Park and Upper-West Zambezi GMA and immediately surrounding area in the Kalabo District (West TDA);
- Source of the Zambezi River and immediately surrounding areas in the Ikelenge District (Northwest TDA).
- Any other area in a Zambia TDA identified as critical to creating market linkages to the three main Project areas.
- To avoid confining to an area and to avoid raising expectations too widely, the initial approach will be to first work with the lowest-hanging fruit subprojects in the defined areas as below, and then to use the DP-SESA process to define better a realistic geographical scope if need be.

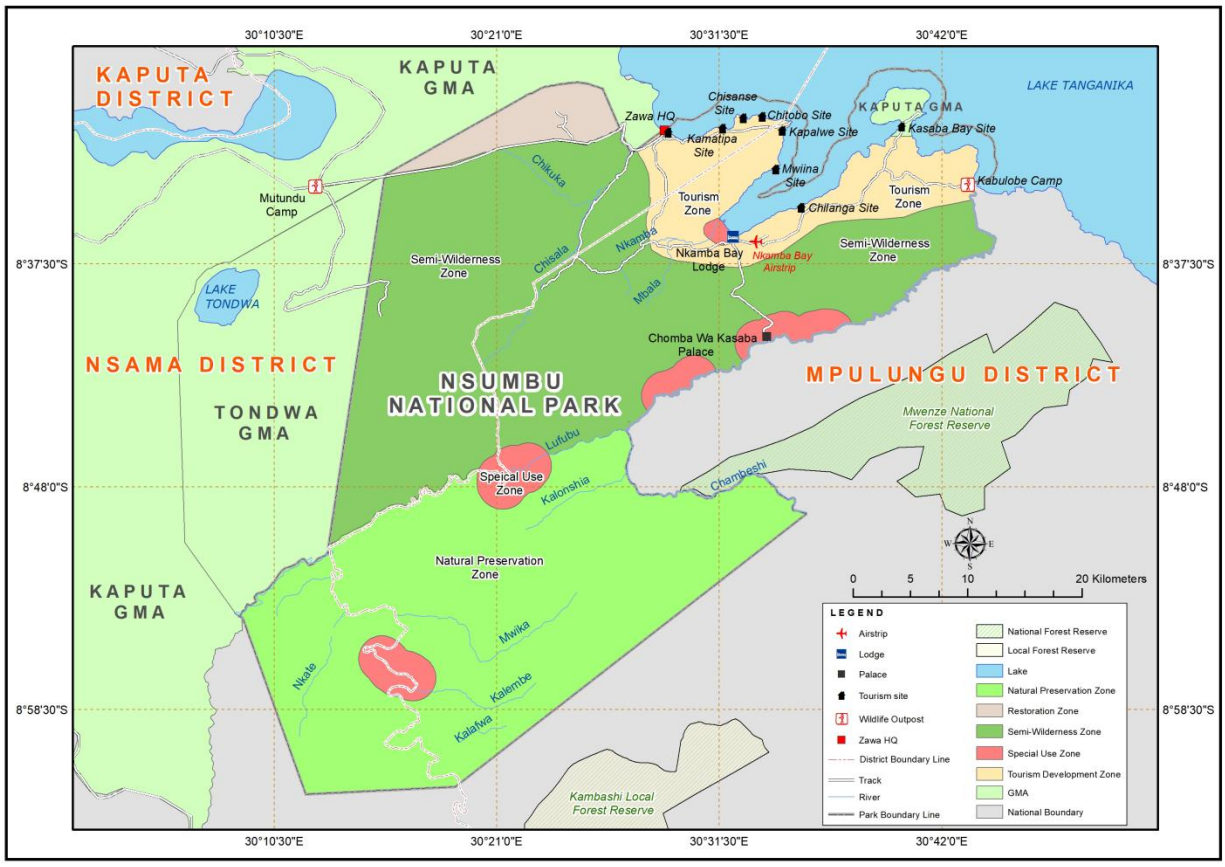


Figure 2. Map of the Kasaba Bay Project Area (Source DNPW)

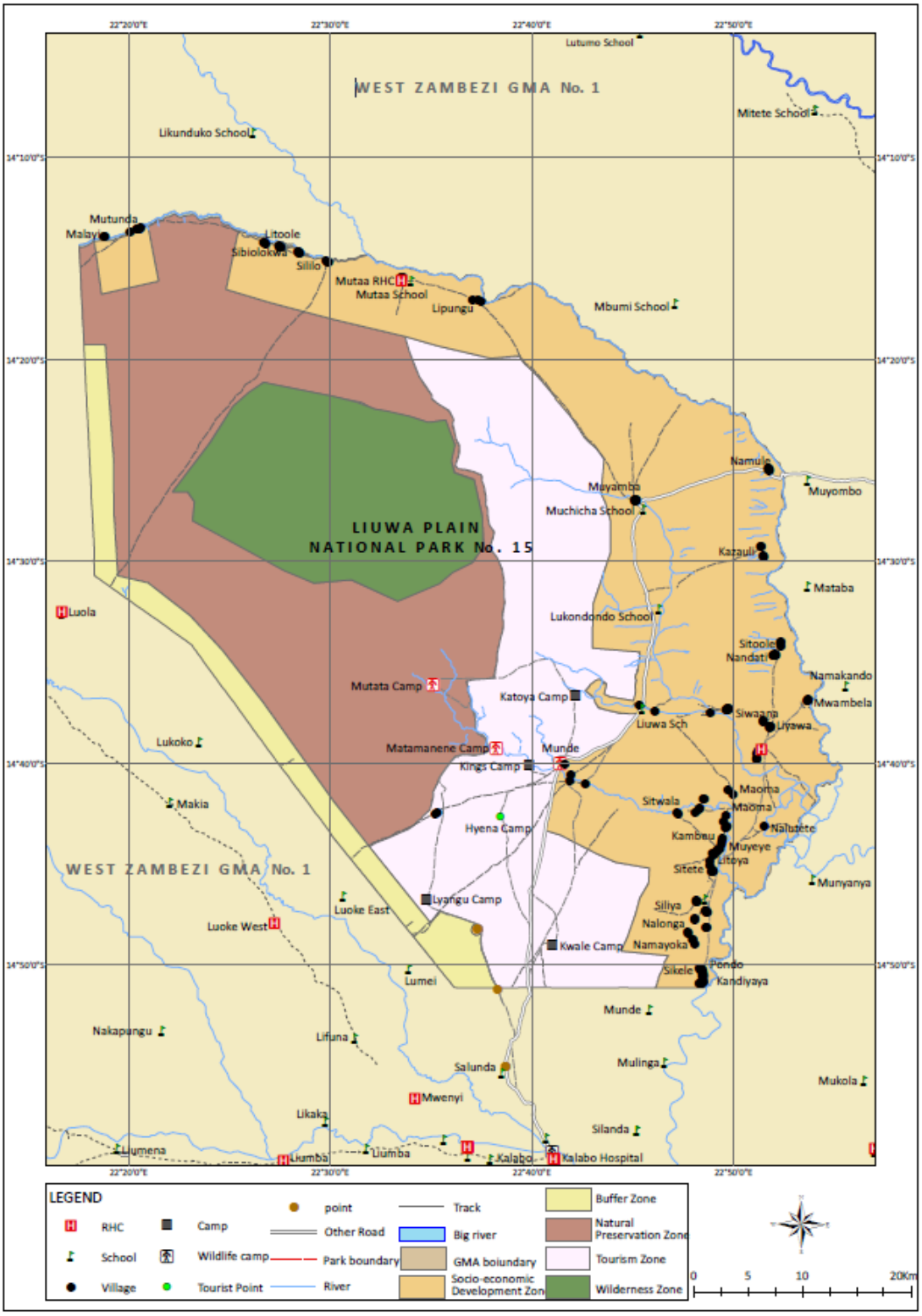


Figure 3. Map of the Liuwa Plain National Park (Source DNPW)

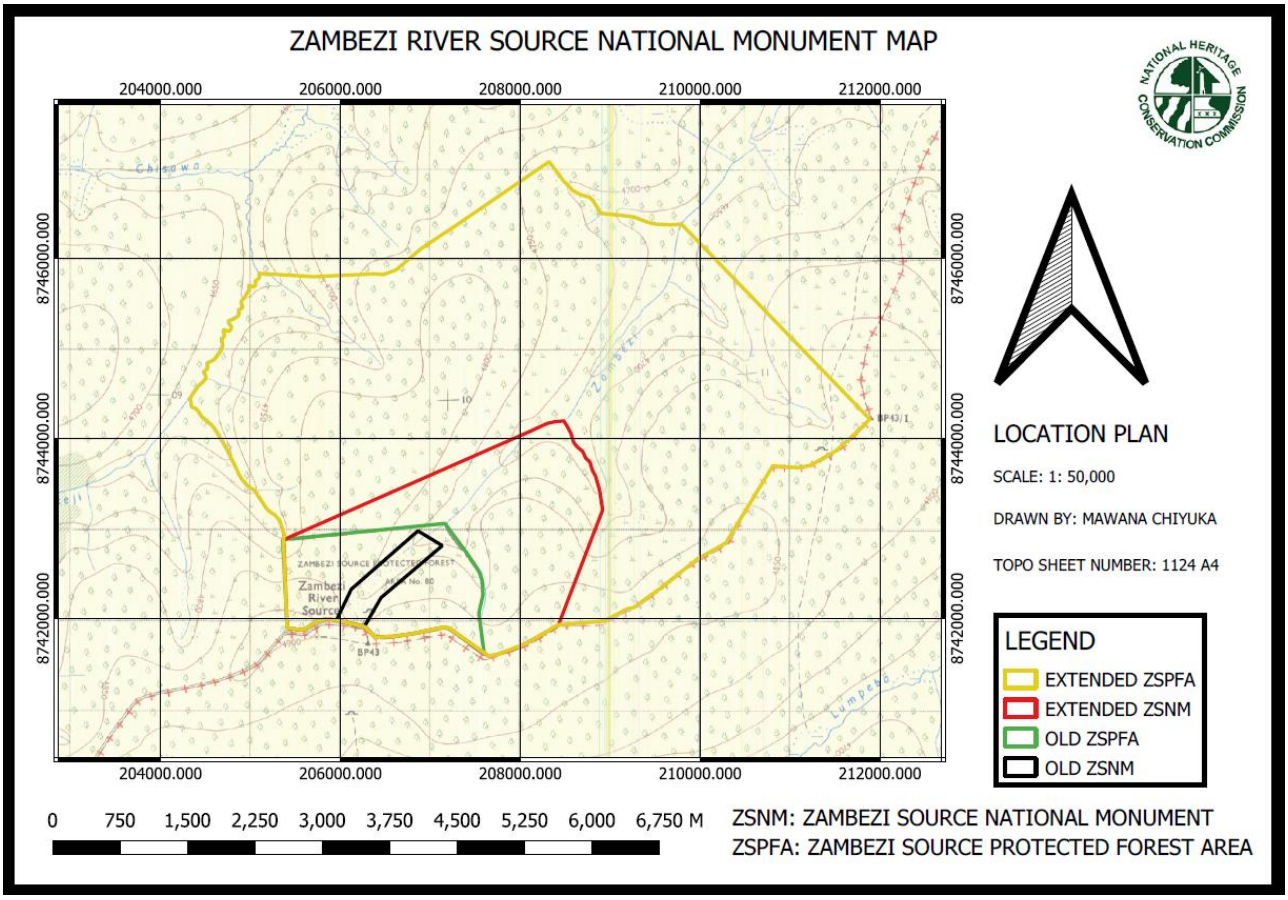


Figure 4. Map of the Source of Zambezi National Monument (Source NHCC)

3 DESCRIPTION OF THE NATURE PARTNERSHIP MATCHING GRANT

22. The Nature Partnership Matching Grant is a relatively complex scheme that is adapted to the dual challenge of attracting investors while empowering communities in a very specialized sector that requires technical, managerial, and marketing skills not usually developed in remote communities. This section defines some broad principles, then describes the two (2) types of sub-projects which would be eligible to receive financing from the Project, then discusses all the parties involved and their roles and finally how the financing can be accessed through two (2) windows adapted to the applicant capacity and sub-project scope.

23. To facilitate the users' understanding (a) the Nature Partnership Matching Grant is summarized as shown in figures 4 and 5, and (b) four illustrative examples sub-projects are presented in Section 3.4.

3.1 PRINCIPLES

General Principles

24. Implementation principles have been adopted.

- Economic, environmental, and social sustainability
- Alignment with existing Government policies and plans e.g., Zambia Tourism Master Plan (2018 to 2038), Destination Plan (that will be adopted under SC1.2), General Management Plans that exist for NP or GMA, any Forest estate management plans that exist in the landscape, District Integrated Development Plans
- Gender inclusiveness (including implementing the findings of the women in green economy studies and other gender-focused work)
- Good governance (actively implement measures to avoid collusion and elite capture as well as manage grants in a transparent and accountable manner)
- Accountability and integrity of all parties (ensure competent and transparent due diligence process in the selection of stakeholders and all parties)
- Positive and respectful and cooperative attitude between parties - each party must contribute in-kind or in-cash 'matching' proportion, as a way of committing.

Specific Principles

25. ***Governance Assessment and Action Plan.*** Some are issued from the Governance Accountability and Action Plan (GAAP – See Volume 1 of the PIM).

26. ***Safeguards***, Application of the national and World Bank Safeguard Instruments approved for the Project and, especially the ESMF which must be implemented in the design, evaluation, and implementation of Nature Partnership Matching Grants. For example, any infrastructure built with Nature Partnership Matching Grant financing is subject to an Environment Project Brief (EPB) or Environment and Social Impact Assessment (ESIA) as the case may be cleared by the Zambia Environmental Management Authority (ZEMA).

27. ***Grievance Redress Mechanism***. The stakeholders and parties involved in the Nature Partnership Matching Grant will have access to the Grievance Redress Mechanism adopted by the project (see Stakeholder Engagement Plan or SEP)

3.2 NATURE-BASED ACTIVITIES OR BUSINESSES

28. The Nature Partnership Matching Grant contributes matching grants for sub-projects that create, develop, upgrade, or strengthen (a) Nature-Based Activity (NBA) and (b) Nature-Based Business (NBB).

29. The existing or proposed NBAs or NBBs must (a) show economic, social and ecological benefit, (b) be designed to contribute to the development objective of the Project, especially through its indicators, (c) demonstrate compliance with the GAAP and with the applicable Safeguards, and (d) preferably show consistency with and contribution to, the Destination Plan and Strategic Environment and Social Assessment (SESA) prepared under SC1.2 (see PIM Volume 1).

30. ***Sub-project.*** A Sub-Project is an NBA or a NBB intervention for which the Project provides financing in the form of a Matching Grant. The PAD does not use the term sub-project, but the Financing Agreement does use this term and provides a useful description.

> *"Subproject means any eligible investment, selected in accordance with eligibility criteria and procedures acceptable to the Association and set forth in the PIM, proposed by a Beneficiary to be financed with a Nature Partnership Matching Grant under the relevant Nature Partnership Matching Grant Agreement, for the activities described under Part 1.3(a) of the Project. "Subprojects" means two or more of such Subprojects''.*

Figure 5. Quote from Financing Agreement. Definition of Sub-project

- ***Nature-Based Activity (NBA)***: An NBA is the development or improvement of the management, restoration, conservation, and sustainable use of natural resources (natural trees, Non-Timber Forest Products (NTFPs), wildlife, fish resources, wetlands, etc.) over areas such as portions of national parks, GMA, Community Forest Areas, Game Ranch, Conservancies, or equivalent. An NBA may include elements of cost recovery such as tourism, sustainable harvest and trade of wildlife, fish, NTFPs and carbon. An NBA may or may not aim to evolve into a profit-making commercial business (NBB).
- ***Nature-Based Business (NBB)***: An NBB is the development or improvement of the commercially and ecologically profitable use of nature-produced commodities [2] and services. In other words, NBB focuses on enhancing the cost recovery element or the revenue-generating dimension of NBA. The NBB will emphasise supporting value-chains in a way that does not negatively affect but benefits the natural ecosystem, such as nature-based tourism and downward linkages, legal harvesting, transformation and trade of wild commodities, beekeeping, natural fisheries, carbon trade, renewable energy generation, etc.

[2] The term nature-produced commodity refers to a commodity that is naturally produced by a well-functioning ecosystem, it is an expression that encompasses NTFPs (non-timber forest products), timber, wildlife, wild fish, and surface water. The use of wild commodities can be consumptive (hunting, harvesting) or non-consumptive (tourism). It may include transformation (e.g. bottling honey, drying mushrooms) and trade.

31. Because an important dimension of the Project is to attract investors, at least one-third of the funding available for Nature Partnership Matching Grants should be to support for-profit sub-projects, i.e., NBB. The table below lists the possible NBA and NBB to guide future Applicants, mentors and co-investors. Support to the Sub-project includes advisory services, training, education, research and innovation activities, access to financial services, and technological transition to the latest adapted and smart advances. The right column proposes a level of priority which will be used to rank proposed sub-projects should many qualified Pre-application be received.

32. An information pamphlet will be developed by the PIU before inviting potential Applicants to submit a Pre-application. The pamphlet will clearly define the Project interpretation of nature-based economy and nature-based solutions. Only sub-projects that are based on nature-based solutions that will actively consider restoring and protecting nature at the same time will be selected. This will need to go beyond 'do not harm' – because one of the PDO indicators is to contribute to the land area under sustainable management. If a proposed sub-project is not sufficiently regenerative, it will be rejected and re-routed to Window 1 for help to develop a better plan.

33. In addition, there can be multiple subprojects – sequentially and or simultaneously by the same CBE provided they can demonstrate capacity as well as simultaneously by different CBEs within the same community. Such subprojects may target a healthy mix of NBA or NBB.

Table 4. List and description of eligible nature-based solutions for the Nature Partnership Matching Grant

Uses of nature		Priority level
Theme	Examples	
Theme 1: Protecting natural ecosystem areas on land and water – incl. legal creation, planning, restoration, management, sustainable use activities	- Landscape and area-level planning for ecosystem management - Restoration, such as for example: • reforestation and natural/assisted regeneration - e.g., indigenous tree nurseries, seeding or transplanting of seedlings, facilitating natural growth, fire management, etc. • wildlife captive breeding and reintroduction, etc. - Conservation and management activities (land and water) such as for example: • Establishment of natural resource management groups (forest, wildlife, fisheries) • Establishment of community conservation areas such as conservancies, game ranches, community forests, fish management zones, etc. • Identification and conservation of wildlife/fish corridors and breeding sites • Creating and maintaining boundaries, management infrastructures, fire breaks, etc.	Highest priority
Theme 2: Use of the forest and freshwater ecosystem and	- Sustainable beekeeping - Sustainable and legal harvesting of non-timber forest products e.g., mushrooms, fruit, caterpillars, medicinal herb, edible tuber, reeds, etc.	Highest priority

resources through informed, planned, and monitored sustainable practices	- Sustainable and legal harvesting of wild animals, fish, timber - Processing the sustainably, legally harvested materials into products of added value - Enhancing the trade of sustainably harvested and processed products	
Theme 3: Sustainable tourism that promotes sustainable natural resource management and conservation.	Planning, developing, and/or enhancing tourism products and value chains. - Nature-based, adventure and rural tourism or other forms of tourism compatible with the enhancement of natural areas, landscapes, communities, and wildlife. (consumptive and non consumptive). Examples of tourism products and services include: • Photographing and filming • Trekking and mountain climbing • Boat cruise and safari drive • Bird watching • Tour guide operations • Lodge and campsite operation • Safari hunting operations • Cultural Villages • Traditional community life or local experiences (ceremonies, cooking, harvesting etc) • Cultural information centres/museum/theatre • Crafts and curios (Woodcrafts /carving, needlework, ceramics, fibre and textile crafts, jewellery, leather works, stone crafts, blacksmith work) • Transport (e-bikes, tourist boats, vehicle hire, taxi services) • Restaurants, catering and events management - Support services and greening the tourism supply chain (reducing the environmental footprint of tourism operations including in lodges and restaurants) • introduction or improvement of nature-based waste management and recycling practices • introduction or improvement of the use of recycled materials • upgrading fleet, premises, or equipment to use the cleaner energy source	Highest priority
Theme 4: Financial services	- Achievement of measurable conservation/biodiversity/ nature outcomes that can be traded in financial markets. Such as introducing, and strengthening programs to generate carbon credits or biodiversity credits	Highest priority
Theme 5: Nature-based solution for energy and water resources development. and management, water	- Adaptation of buildings, equipment, and facilities away from fossil fuels to green energy solutions - Village-level green energy solutions with adapted technologies (including solar, wind farms wind farms, biogas, etc.) - Natural infrastructure (including natural ponds/basins, replanted edges, revegetated areas, etc.) for erosion	Medium priority

supply and sanitation	management, water and wastewater treatments, replenishment of aquifers, flood retention and storm buffer	
Theme 6: Sustainable agriculture and food production including fish farming	*IMPORTANT NOTE Theme 6 is only eligible in tandem with purely "resource protection" activities, as a means to make up for the constraints put on the use of lands or water areas:* - Agroforestry that does not use fertilizers or pesticides - Introducing natural solutions for agricultural land soil improvement - Introducing changes in agriculture practices, based on land use plan that stabilizes the spatial footprint of agriculture - Wildlife ranching that includes mixing with low-density of livestock husbandry - Activities to enhance fish farming	Medium priority
Theme 7: Nature-based solution for public and urban green space	- Green area public parks and garden - sustainable urban forestry - trash collection, management, and recycling, etc.	Low priority

Prospective applicants may use the below decision flow chart to test if their proposed subproject activities would be eligible:

- Is your activity listed in the above Table?
  - Yes – proceed to apply.
  - No – Is your activity present on the exclusion list?
    - Yes – terminate process.
    - No – Does your activity support the preservation of nature as a primary goal?
      - Yes – proceed to apply.
      - No – As a result of your activity, will the quality of your natural environment be improved more than if your activity did not take place?
        - Yes – proceed to apply.
        - No – Does your activity do harm to the immediate environment, people or place?
          - Yes – terminate process.
          - No – proceed to apply.

34. ***Exclusions***. The description of eligible NBA and NBB in Table 4 should be sufficient to exclude activities and businesses that do not offer nature-based solutions and do not conform to being part of the nature-based economy.

35. To ensure further clarity, some activities and businesses are explicitly excluded:

- Any social or administrative infrastructure and equipment, construction, repair, maintenance or operation (e.g., school, health centre, district office).
- Any public infrastructure and equipment, construction, repair, maintenance or operation (e.g. roads, bridges, power lines, etc.)
- Any provision to the financial scheme such as banking, micro-credit, mobile banking, etc.
- Any activity or business related to industrial transformation, energy generation (fossil fuels), agriculture, livestock, fish farming, orchards, irrigation, etc. or transformation and trade of farmed or manufactured commodities (e.g., hammer mills, etc.) unless such activities can unequivocally prove that they fit well as an eligible nature-based solution or can catalyse the transition,
- Any eligible nature-based solution outside the Project Area unless it can be unequivocally shown that it can generate outcomes within the Project Area,
- Any activity that would trigger the World Bank Operational Policy on International Water (OP7.50) (Ref. PIM Volume 1, Chapter 8),
- Any law enforcement activity. This means the matching grant cannot provide for: funding of materials for law enforcement e.g., weapons, and other equipment; cost for training of law enforcement activities; expenses for carrying out patrol activities e.g., rations, fuel; and expenditures associated with investigation and prosecution.

36. These are activities and businesses expected to be supported by other sources of financing (e.g., other donors, investors, or investment by the communities from community funds and revenues). Given that all the above might be genuine demands from the communities, the Facilitators will do their utmost to redirect Pre-application to other existing initiatives supporting agribusinesses, agriculture development and trade and social infrastructure.

3.3 KEY PARTIES

The Project Implementation Unit

37. The PIU administers the Nature Partnership Matching Grant . The Tourism Specialist, also head of Component 1 (operating from Lusaka) will oversee Subcomponent 1.3 across the three Project areas.

38. Stationed on site, the Project Area Facilitators (or Facilitator) are the main focal point of the Nature Partnership Matching Grant in each area. The Facilitator works with other agencies and organizations present in the Project area. The Facilitator will lead the efforts of identifying communities, activities and businesses that may be eligible for a Nature Partnership Matching Grant. It will accompany Applicants (applicants must be a community-based entity which is a group of people from a community that is aspiring to become or is a prospective CBE), Mentors (a mentor is a qualified and reputable Non-profit organization or Government agency already working in the area on a theme relevant to the Project and who is preferably familiar with the community or CBE) and Co-investors (a co-investor is a qualified, reputable, and solvent private entity with verified professional and fiduciary credential and capital availability) in the preparation, evaluation, and implementation of all Nature Partnership Matching Grants.

Independent Evaluation Panels

39. The Independent Evaluation Panels (IEP) – one for each project Area - are meant to support the appraisal work of the Facilitator in reviewing of all the Pre-Applications and Applications for Window 1 sub-projects and Window 2 sub-projects. At every stage of the Pre-Application or Application process of the Nature Partnership Matching Grant, the Facilitator in each Project Area is required to assemble an IEP that will evaluate all the Pre-Applications and Applications of the Subprojects, and this requirement is mandatory.

40. The TORs for the IEP and its members were approved on April 8, 2024. They may be updated from time to time. Most IEP members are expected to be confirmed in the first six months of Project implementation by the Project Steering Committee (PSC).

41. Some Pre-Applications and all Applications will be reviewed by at least three IEP members. Once selected they appointed a chair within their group. Facilitators may mobilize some members of the IEP roster on a semester basis (or quarterly if a sufficient batch of sub-projects are ready for review). The choice of the IEP members mobilized will be based on their qualifications to review the specific Pre-Application and Application received. An IEP member may evaluate applications in each of the three Project Areas.

42. The IEP member selection process is described in detail in the IEP TORs. In summary, a Nature Partnership Matching Grant will have an IEP of at least Seven (07) people selected as IEP members for each Project Area altogether constituting a roster of at least 21 IEP members. The IEP members will be selected in a registry of staff from the district, and province, and from a pool of private sector specialists and pre-selected consultants. Interested people of the public who wish to be part of the IEP will have to submit an application with relevant documents as described in the IEP TORs. All the applications received from interested people will be evaluated by a committee formed by the Ministry of Tourism through the PIU.

Applicants/ Beneficiaries

43. ***Community***. The word "Community", for the purpose of the Nature Partnership Matching Grant, refers to all the people who are residents in the town and villages that are within the boundary of the Project areas.

44. ***Applicants***. An "Applicant" must be a Community-Based Entity (CBE, described below) (or a 'prospective CBE', which is a group of people from a community that is aspiring to become or is a prospective CBE - see below Level 1 Applicants). Eligibility criteria are variable to each of the two (2) Windows of Nature Partnership Matching Grants (see next section on Windows). A CBE must demonstrate an inability to access alternative adequate funding to develop their NBA or NBB.

45. ***Community-based entity***. A CBE is defined as a registered legal entity. By this definition, CBEs include by default Community Forest Management Groups (CFMG, under Forest Act), Community Resources Boards (CRB, under Wildlife Act), and also include any registered association, cooperative (under Cooperative Societies Act), companies - especially Micro,

Small, Medium Enterprises (MSMEs as defined under 2023 SME Development Policy[3]) or other legal entity that meets the description. The Nature Partnership Grant may not support directly single-owner MSMEs, but it may support professional associations of MSMEs operating in the Project Areas. For instance, individual MSMEs running local guest houses/ restaurants can form an association which may apply to Window One for capacity enhancement activities of its members. To be eligible for a Nature Partnership Matching Grant, a CBE must have all members, trustees, or shareholders (i.e. the ownership body) be from the Community and be broadly recognized in the territory in which it operates as being 'community-based'. In addition, the ownership must be from members of at least five different households (preferably more).

46. ***Women's inclusion*** in CBE ownership, governance or staff is strongly encouraged, especially in positions of leadership. Special consideration would be given to applicants that incorporate young people, and People with disabilities. As part of the SESA (see PIM Volume 1), a rapid study (tentatively called *Women in Green Business Assessment*) will be conducted in Year 1 of the project in each of the Project areas to help tailor support to closing the gender gap and deliberately orient the identification of Nature Partnership Matching Grant toward gender balanced nature-based economic opportunities. As part of the SESA, the opportunities for greater involvement of youths and differently abled people will also be analysed.

47. Because not all CBEs, and their NBAs or NBBs will begin from the same level of readiness, the Project defines Applicants by Level of Readiness – 1, 2 and 3.

    - ***Level 1 Applicants:*** they must be a group of people from the Community who are willing to become a CBE. Level 1 Applicants must meet the following criteria: (a) be involved, or plan to be involved, in preparing a realistic NBA or NBB, (b) have a reasonable potential to have, legal rights to access and use the land or natural resources required for the proposed NBA or NBB and (c) be, or be prepared to be, in a relationship with a Mentor (see below).
    - ***Level 2 Applicants:*** they must be a legally registered CBE. Level 2 Applicants must meet the following criteria: (a) have a basic realistic written plan for an NBA or NBB, (b) have legal rights to access and use the land or natural resources required for the proposed NBA or NBB and (c) be, or be prepared to be, in a relationship with a Mentor (see below).
    - ***Level 3 Applicants:*** they must be a legally registered CBE. Level 3 Applicants must meet the following criteria: (a) have prepared and adopted a full realistic written plan for a NBA or a NBB, (b) have legal rights to access and use the land or natural resources required for the proposed NBA or NBB and (c) be in a relationship with a Mentor (see below), and (d) be in a joint venture with a Co-investor (see below).

48. ***Beneficiary.*** An Applicant who has been awarded a Nature Partnership Matching Grant and who has signed a Nature Partnership Matching Grant Agreement becomes a Beneficiary.

[3] The latest official GRZ definitions will be used where distinction is needed: 2023 MSME Policy, available at https://www.msme.gov.zm/wp-content/uploads/2023/12/2023-MSME-POLICY-FOR-MSMED.pdf

Mentors / Beneficiaries by Delegation

49. ***Eligibility of Mentor:*** A Mentor is a qualified and reputable non-profit organization/ private or government agency or individual - ideally already working in the area on a theme relevant to the Project and who is preferably familiar with the community or CBE. Mentors are meant to accompany and support the CBEs (or the prospective CBEs) as an opportunity to further their strategy and plan. As such, Mentors are not eligible to be a contracted service provider. The Mentor must have or establish a formal relationship with the CBE (Applicant) through a Memorandum of Understanding (see Annex 3) or a suitable equivalent instrument.

50. To be considered for any Nature Partnership Matching Grant, the Applicant must be accompanied by a Mentor. It is first the Applicant's responsibility to carry out due diligence on the Mentor (i.e. demonstrating a positive track record). The Facilitator will need to carry out complementary due diligence at the stage of Pre-application, so the IEP has sufficient information to make recommendations. For Applicants who may qualify but cannot mobilize a suitable Mentor, the Project may facilitate the identification of a Mentor.

51. In some cases, potential mentors are working with several communities on several challenges. Such an entity may agree to mentor several CBEs for several subprojects either simultaneously or in series. In addition, especially for nature-based activities subprojects, a mentor is likely to also become a co-investor.

52. An Applicant may request that its fiduciary responsibility for the management of the grant is delegated to the Mentor. In such case, the Mentor co-signs the Matching Grant Agreement as Beneficiary "by delegation." Such an arrangement would need to be recorded in the MoU between the Applicant and the Mentor. Since a Mentor is not a contracted service provider but a non-profit, the Mentor shall not use proceeds of the Nature Partnership Matching Grant to pay salary. To partly recover its efforts, a Mentor may claim some eligible operational expenses.

Co-Investors[4]

53. ***Eligibility of Co-investor:*** A Co-investor is a qualified, reputable, and solvent private entity (with verified professional and fiduciary credentials and capital availability). It is anticipated that co-investors for applicants to NBA Matching Grants would be non-profit entities, while co-investors for applicants to NBB Matching Grants would be for-profit entities. The Co-investor must have or establish a formal joint venture with the CBE (Applicant) and at least match the Transformational Matching Grant (Window 2) with its capital investment. The joint venture must be formal either through a Memorandum of Agreement (see Annex 3) or a suitable alternative legal instrument.

54. In some cases -- most likely for NBA Nature Partnership Matching Grants -- it is possible that the Co-investor and the Mentor are the same entity.

[4] In the PAD, the word used for this party is "Partner". But the word "partner" is broad and so it was replaced by co-investor which describes better the role of this party.

55. To find a Co-investor, the CBE and its Mentor would scope, advertise, or invite a wide range of investors or financiers those already in the landscape and those newly exploring the landscape. An Applicant is encouraged to identify and engage a Co-investor under all types of Nature Partnership Matching Grants, but one is mandatory only for a Transformational Matching Grant (Windows 2). It is the responsibility of the Applicant and Mentor to jointly carry out due diligence on the co-investors (i.e. demonstrating professional and fiduciary credentials and capital availability). In a case where the mentor is also a co-investor, the applicant and Facilitator will need to carry out due diligence on such a mentor. The Facilitator will need to carry out complementary due diligence at the stage of Pre-application, so the IEP has sufficient information to make recommendations.

Relationship between Parties

56. Along the process of grant-making and implementation, parties will be required to formalize their relationship by signing an MoU or MoA acceptable to the PIU prior to applying for any Nature Partnership Matching Grant. The MoU and MoA will have to be in force at least until the closing of the matching grant agreement. Any material changes to the MoU and MoA or any departure from their provisions should be raised to the PIU. All payments will be contingent upon the effectiveness of the MoU/MoA satisfactory to the Project. A Template is proposed in Annex 1.

- ***Applicant-Mentor***: An Applicant and a Mentor, must establish and sign a Memorandum of Understanding (MoU) acceptable to the PIU prior to applying for any Nature Partnership Matching Grant. A draft of such MoU should be submitted along with the Pre-application so it can be appraised by the Facilitator. The MoU is a required document as part of the Application package. Being endorsed by the PIU, the MoU also gives a Project mandate to the Mentor.
- ***Applicant-Co-investor***: An Applicant and a Co-investor must establish and sign at least a Memorandum of Agreement (MoA) -- and any other legal documents required to formalize a joint venture -- acceptable to the Project prior to applying for a Transformational Matching Grant (Window 2). The MoA is a required document as part of the Application package.
- ***Beneficiary-Ministry of Tourism***: A Beneficiary, and a Beneficiary by delegation if applicable, and MoT (or representative) shall sign a Nature Partnership Matching Grant Agreement.
- In exceptional but possible cases, there may be interest among few CBEs to collaborate; more than one mentor; or more than one co-investor involved, especially for economy-of-scale, including to access higher matching grant amount under Window 2. These will be considered on a case-by-case basis, on the principle that all parties must have some formalized relationship for accountability satisfactory to the Project.

3.4 Two Windows

57. For an eligible NBA or NBB, an Applicant can access the Nature Partnership Matching Grant through two Windows described in this section.

- Enabling Matching Grant (Window 1)
- Transformational Matching Grant (Window 2).

Table 5. Parties, Amounts, and basic allocation principle per Types of Matching Grants

Window	Applicant Readiness Level	Mentor	Co-investor
Window 1. Enabling	1 & 2	Mandatory	Optional
Window 2. Transformational	1, 2 & 3	Mandatory	Mandatory

Table 6: Sub-project, Matching grant, and Co-financing rules

Windows	"Project Grant" by GREAT-TDP	Co-financing by CBE, mentor, or co-investor
Window 1 Enabling (training, registration, securing land/resources mgt mandate, NR mgt planning, business planning, legal advice, etc.)	**Minimum**: $5,000 **Maximum**: $50,000	At least 10% of "Project Grant" *up to half of this can be in-kind (5% Cash + 5% in-kind)
Window 2 Transforming (investment needs)	**Minimum**: $20,000 **Maximum**: $500,000	At least 100% of "Project Grant" *up to 10% of this can be in-kind (90% Cash + 10% in-kind)

Note: *In-kind contribution means a co-financing contribution in the form of (a) staff time or labour that is applied to deliver the subproject output, (b) assets that are allocated to the subproject (such as for example, a building, a vehicle, a piece of titled land) or (c) right acquired such for example a CFMG registration, or a wildlife certificate of ownership, etc. These must be included in the budget and given a realistic value."*

58. All parties of the beneficiaries must demonstrate what are their contribution (in kind or in cash), in the application. The Windows are supposed to serve CBEs at different stages of their activity/business. During the Project life, a CBE who receives a Matching Grant from Window 1 can apply to Window 2 upon successful completion of the Nature Partnership Matching Grant received; and even under Window 1 again as long as the objective demonstrates progressive development from the first, which must have had successful completion. For exceptional (prospective) CBEs, who have very strong commitment, comprehensive and methodical plans, a dedicated Mentor, and a committed Co-investor - they can directly access W2 to start with activities that are served under Window 1. In other words, the Applicant demonstrates a compelling comprehensive Application to access resources for both building *enabling* foundation and for launching *transformational* growth of their NBA or NBB.

Window 1. Enabling Nature Partnership Matching Grant Window

59. ***Description.*** Window 1 would have two dimensions. One in support of "prospective" CBE (i.e., Level 1 Applicants) and one in support of existing CBE (Level 2 Applicants).

60. For prospective CBE, Window 1 supports the provision of advisory services to eligible sub-projects that: (a) help community members register into a legal entity as CBE, (b) provide coaching and mentoring to build governance and capacity to a new or prospective CBE, (c) help

a new CBE secure rights and access to land and/or natural resources, (d) help a new CBE develop an initial idea about a Nature-Based Activity (NBA) or Nature Based Business (NBB) into a basic plan, (e) upgrade, improve, optimize the sustainability/cost recovery aspect of an NBE, especially for MSMEs on the mode of business operation.

61. For established CBE, Window 1 supports the provision of advisory service to: (a) build the capacity of an existing CBE in terms of governance, procedures, instruments, member and staff roles and capacity, (b) help a CBE secure rights and access to land and/or natural resources, (c) help a CBE set the scope of the NBA or NBB idea and improve it to become an full Activity Plan or a Business Plan (i.e., a plan with identified responsible entities and their roles, realistic timeframe and milestones to become a self-sustaining activity/business), (d) help a CBE identify a Co-investor and establish a professional relationship and formal joint venture with such Co-investor, (e) develop an application for a Transformational Nature Partnership Matching Grant (Window 2); (f) advise a CBE, especially one that is an SME, to access financing in particular the financing opportunities specific to those generating favourable biodiversity, climate, and social outcomes (green/sustainability-linked loans and credit guarantee schemes), and (g) help a CBE, especially one that is a SME, exposure to markets and networks, digital skills, marketing, etc.

62. **Eligible expenses.** An Enabling Nature Partnership Matching Grant may be used to fund (a) contracted service including training, (b) small office or field equipment (e.g. laptop, GPS), (c) operating costs including administrative expenses such as registration fees and (d) to reimburse the Mentor incremental costs, up to 30% of the grant for Window 1.

63. **Ineligible expenses**. An Enabling Nature Partnership Matching Grant may not be used to fund (a) transport or large equipment, (b) civil works, and (c) taxes.

Window 2. Transformational Nature Partnership Matching Grant Window

64. ***Description.*** Window 2, Transformational Nature Partnership Matching Grant supports the provision of capital investment to a CBE toward the initiation, development, or upgrade of an NBA or an NBB.

65. ***Eligible expenses***. A Transformational Nature Partnership Matching Grant may be used to fund (a) contracted service including training, (b) equipment, (c) civil works, (d) operating costs including administrative costs and (e) to reimburse mentor incremental costs up to 10% of the grant for Window 2.

66. ***Ineligible expenses***. A Transformational Nature Partnership Matching Grant may not be used to fund taxes.

3.5 Examples of Sub-projects

67. A series of 4 examples, illustrate the types of NBA or NBE sub-projects that may be supported by the Nature Matching Partnership Grant's three windows.

Example 1. A Window 1 Enabling NBA

A group of villagers in the village of Lufubu are concerned about the disappearance of forest and forest products. They know of an NGO that is supporting other villages with forestry, and they heard from the Project of the opportunity of the Nature Partnership Matching Grant. They approach the district forest department and ask it to be their Mentor. The villagers and the district forest officer obtained a Windows 1 TA matching grant. This grant would help them establish a Community Forest Management Group, and work with the Forest Department to register a Community Forest Area, gazette honorary forest surveillants and establish wild commodity users' groups. They apply for a grant of $18,000 for their sub-project and themselves contribute 10% of the grant or $1,800 equivalent, half or $900 in cash from members and the other half or $900 in labour and in material.

Example 2. NBA under Window 1 and then 2. Conservation and sustainable uses in a GMA

A CBE, the CRB of Tondwa GMA, would like to improve its capacity to implement the GMA General Management Plan to secure habitat in the areas zoned for wildlife, to protect better wildlife and to increase hunting and tourism revenues in the GMA. They ask an NGO with whom they already collaborate to be their Mentor and help access a Window 2 Nature Partnership Matching Grant. Since their capacity is limited, they start with a Window 1 "Enabling" Nature Partnership Matching Grant to improve their capacity and develop a proper activity plan. Then they apply to the Window 2 "Transformational" Nature Partnership Matching Grant to implement a $500,000 sub-project in the GMA. This involves developing zone boundaries, small game loops, a better office, improvement of tourism camps, signage, training, and marketing. The Mentor, who has access to fundraising, offers to be the Co-Investor. They apply together for a $200,000 matching grant from the Project. To the sub-project, the CRB and the Co-Investor together contribute one and a half of the amount of the grant, or $300,000. The co-investor and the CRB agree that the CRB would provide 10% of the grant, or $25,000 in labour and material and the Co-investor would contribute the rest, or $275,000, in cash.

Example 3. NBB under Window 1 and then 2: A large lodge in a national park

In a customary land bordering a national park, there are prime sites for tourism development. There is a community with a CBE registered as a Small Enterprise. The CBE has, through previous support by an international NGO, acquired significant capacity, and a title for a large piece of land with one of the tourism prime sites. They hope to develop a site on their land into a ~US$1mn lodge. They request the NGO to be their Mentor and with its help, they apply to a Window 1 Matching Grant for $50,000. They bring about 10% of the grant in co-financing of which $2,500 in-kind (staff time and land title) and $2,500 in-cash contribution for travel, fuel and meetings. With the $50,000 grant they obtain a permit for a game ranch (under the Wildlife Act) with wildlife management and user rights, develop a business plan, and identify a co-investor - with whom the CBE establishes a joint venture. In their MoA they establish that 80% of the labour will be supplied by the community. Also, the CBE and Co-Investor together as a joint venture commit to contributing the co-financing to mobilize Window 2 Nature Partnership Matching Grant. Applying for the maximum grant amount of $500,000. They know they must secure $750,000 total of their own co-financing. The CBE provides $75,000 in kind by bringing the site's title and rights over wildlife. The Co-Investor brings in-cash $675,000.

The CBE then successfully applies to Window 2 Transformational Nature Partnership Matching Grant; its application includes description of the joint venture arrangements with the Co-Investor. They together build a $1.25 million lodge. Given the Co-investor skills in running and marketing the lodge, it becomes profitable in 5 years. Since the CBE owns 46% equity ($500,000 in-cash and $75,000 in-kind), their share of profit supplies them with significant dividends. The community at large also benefits from substantial employment.

Example 4. NBB under Windows 2: Female-owned Chikanda cooperative

About 10 villages have created and registered a 20,000-hectares community conservancy near Ikelenge. In six villages, female villagers have 5 years earlier registered cooperatives and obtained the concession to manage, harvest and trade Chikanda (a ground orchid). They have good capacity, but the business is slow because they can't guarantee enough product of good quality because of fire, because other users harvest without permit and because they can't reach all potential harvesting dambo. With the help of the University Faculty of Biology (the Mentor) who was advising them already, they have found a trader (a Co-investor) who is willing to purchase their annual harvest and assist with processing and storage. But they must improve quality, quantity, and reliability. To improve the business, they signed an agreement, prepared a business plan whereby the Mentor would help the CBE learn to protect the orchid habitat from fire and illegal harvest, and the Co-Investor would support the design and construction of a facility for processing and storage and in turn purchase the harvest. The whole sub-project is valued at $100,000. Together, they prepare an Application to Windows 2 for a Nature Partnership Matching Grant of $40,000. The CBE and the University Faculty commits to one and a half the value of the grant in co-financing. They together agree that the CBE will provide an in-kind contribution of 10% of the grant ($4,000) mainly through the Chikanda cooperatives labour and concession contribution and the University faculty. The trader (co-investor) would procure the rest as in-cash contribution of $56,000 for capital investment. The MoA signed between the beneficiaries agree on profit-sharing that are satisfactory to all parties.

4 PROCEDURES

4.1 ACCESSING NATURE PARTNERSHIP MATCHING GRANTS

68. Although the evaluation criteria differ, Nature Partnership Matching Grant activities under two Windows will follow a similar procedure for identification, preparation, evaluation, and implementation. Figure 6 below shows a summary schematic of the Nature Partnership Matching Grant process from identification to implementation. Then, Table 4 provides details for all the steps from identification to signing a Matching Grant Agreement.

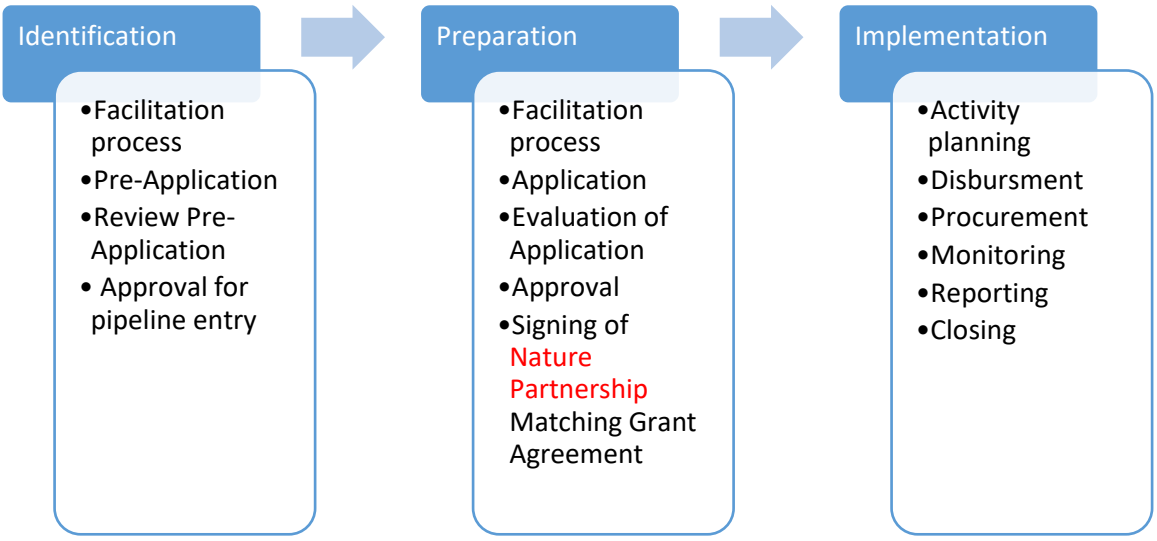


Figure 6. Schematic Illustration of the Nature Partnership Matching Grant Stages

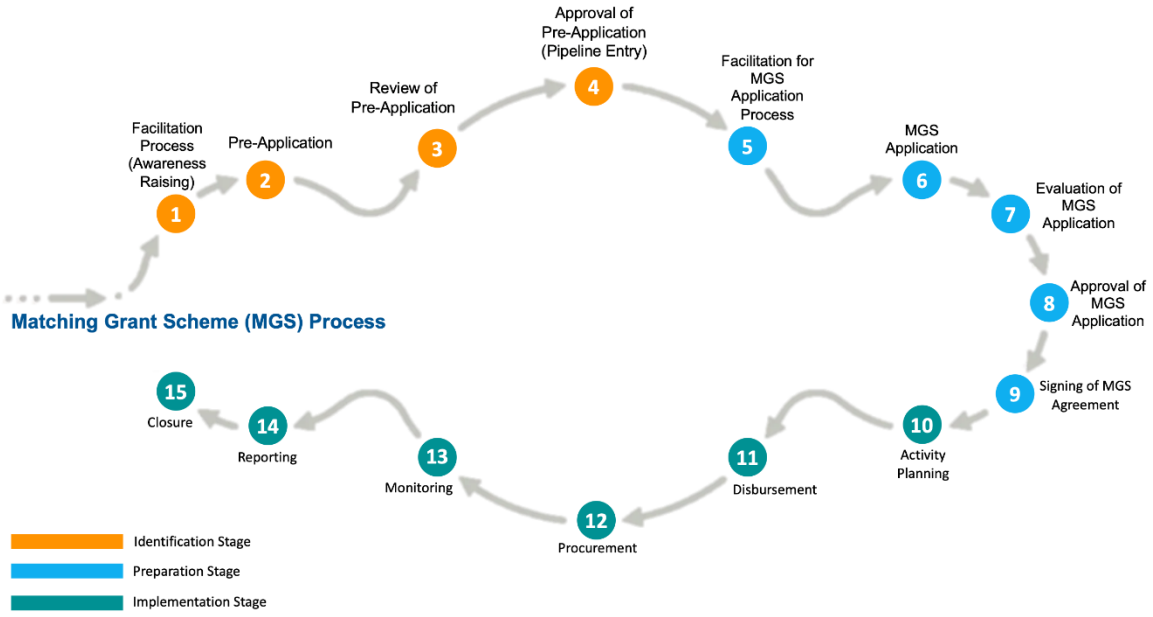


Figure 1: Matching Grant Identification, Selection and Approval Process

Figure 7. Path and Steps to Nature Partnership Matching Grant Identification, Preparation, and Implementation

Table 7. Stages of Nature Partnership Matching Grant Identification, Preparation, and Implementation

	S/N	STAGE	ACTION	RESPONSIBLE
IDENTIFICATION	1.	Facilitation and Identification	• Awareness Raising on the A potential Nature Partnership Matching Grant may be identified: a) based on a list of NBAs or NBBs sub-projects selected in the Destination Plan (see SC 1.2.1) and/or b) following a process of community engagement (information, discussion, scoping, etc.) by the Facilitator and/or by potential Mentors or Co-investors and/or c) following an unsolicited engagement by a community group or CBE with the Facilitator or a potential Mentor or Co-investor.	PIU/ Facilitators
	2.	Pre-application (see Template in Annex 2)	An Applicant, with the help of a Mentor and possibly a Co-investor, prepares and submits the pre-applications to the Facilitator. Pre-applications are received on a rolling basis. However, a public announcement should be issued inviting CBEs to apply for the Nature Partnership Matching Grant, as required by GRZ Financial Regulations.	Applicant
	3.	Pre-application (see Form in Annex 3)	• The Facilitator carries out: a) a review of pre-application to ensure it meets eligibility; and b) due diligence on the Applicant and Mentor. During this stage, the Facilitator may advise the Applicant on improvement and request a resubmission. • The Facilitator will mobilize the IEP to complete the appraisal process and formulate a recommendation to the PIU for pipeline entry.	Facilitator, with the help of IEP if deemed necessary
	4.	Pipeline Entry	• If and once the pre-application is cleared by Facilitator (with support from IEP), it is shared to Project Coordinator for final review and approval for pipeline entry.	PIU
PREPARATION	5.	Facilitation for Application process	• Facilitator provides support to the pipeline entry applicants and their mentors / possibly Co-investors - on the application process.	PIU / Facilitators
	6.	Application (see Template in Annex 4)	• The Applicant, with the help of a Mentor and possibly a Co-investor, prepares and submits a Nature Partnership Matching Grant Application with the valid MoU/MoA that the Applicant has with Mentor and the Co-investor if relevant. Applications are received on a rolling basis. • This process may be short and simple (W1) or lengthy and quite complex (W2).	Applicant
	7.	Evaluation of Application (see Form in Annex 5)	• Once every six months (possibly once a quarter if it becomes necessary), the Facilitator, with the assistance of the IEP, carries out: a) an evaluation of all Applications received (and supporting documents) to ensure that they meet eligible	Facilitator, with help of IEP (for all W2 applications

	S/N	STAGE	ACTION	RESPONSIBLE
PREPARATION			criteria; and b) additional due diligence on the Applicant, Mentor and Co-investor. During this stage, Facilitator may: (i) advise Applicant to improve and resubmit. (ii) engages with the relevant planner and sector at district level and with the provincial representative of the tourism sector. (iii) when deemed necessary, consult the relevant sector offices at an appropriate level to seek endorsement that the proposal is compatible/avoid duplication with sector policy goals, regulations, and programs. • Based on the IEP evaluation input for the evaluation report, the Facilitator will assist the Project Coordinator to: a) issue a rejection letter to the Applicant with reason, b) issue a letter requesting improvement with advice to the Applicant, or c) issue a clearance letter and recommendation for approval to the Applicant and the appropriate approver.	and for select W1 application as needed)/ PIU
	8.	Approval of Application	• If and once the Facilitator based on a positive evaluation from the IEP clears the evaluation package, he/she should submit it to the Project Coordinator for final review and approval. a) For Nature Partnership Matching Grants of less than $25,000, the Project Coordinator approves. b) For Matching Grants above $25,000, the Permanent Secretary of MoT approves. c) Above $50,000, the World Bank no-objection is also needed.	PIU/MoT/ World Bank
	9.	Signing of Nature Partnership Matching Grant Agreement (see Template in Annex 6)	• Once the Application is approved, a Nature Partnership Matching Grant Agreement is prepared by the Facilitator with help of relevant PIU members and submitted for signature between the Applicant and the Project. • Signing on behalf of the Project is done by, for Windows 1 Nature Partnership Matching Grants by the Permanent Secretary, MoT and for Windows 2 Nature Partnership Matching Grants by Minister, MoT. • If an Applicant requests that its fiduciary responsibility for management of the Nature Partnership Matching Grant is delegated to the Mentor, the Mentor also signs the Nature Partnership Matching Grant Agreement as Beneficiary by delegation.	MoT/ Applicant
IMPLEMENTATION	10.	Activity planning	• Once the Nature Partnership Matching Grant Agreement is signed, the Beneficiary with assistance from Mentor (and possibly Co-Investor) plans detailed activities for implementation.	Beneficiary
	11.	Disbursement	• Funds are disbursed based on an approved application budget and signed Nature Partnership Matching Grant Agreement.	PIU

	S/N	STAGE	ACTION	RESPONSIBLE
	12.	Procurement	• Procurement of works, goods and services commences.	PIU
	13.	Monitoring	• Subprojects are monitored to ensure implementation delivers planned activities and meets targets.	M&E Sp./ Facilitator
	14.	Reporting (see Template in Annex 7).	• Prepare Interim Reports during implementation and a Final Report at the sub-project end.	Beneficiary
	15.	Closure	• Closure of Nature Partnership Grant Matching Grant following successful implementation.	PIU/MoT

69. ***Periodicity***. Pre-applications and Applications for Nature Partnership matching grant for all Windows will be received any time i.e., on a rolling basis by the Facilitator and evaluated. The Facilitator will lead the evaluation process immediately so its finding can be submitted to the IEP when needed. The IEP will be mobilized bi-annual (or if necessary, quarterly) to review and provide their input for decision (recommend/send back/reject) on Pre-Applications and Applications.

70. The IEP members/nominees are expected to be confirmed in the first six months of Project implementation. At that point, the IEP is expected to have their first convening to consider one or two Pre-Applications from each Project area, most likely from Window 1. In the following semester, the approved Pre-Applications would prepare applications and submit for review. In both the second and the third year of Project implementation, each area is expected to add 3-4 sub-projects for each Window; hence by end of Year 3 - most Nature Partnership Matching Grant financing should be committed and focus on quality of implementation. Assuming that the Destination Plan/SESA process is able to start quickly once the Project is effective. The Facilitators will then focus more on quality of implementation than on sub-project development.

71. ***Evaluation Criteria***. The successful Applicant will have demonstrated the following, which will be evaluated using the evaluation forms (Annex 3 and Annex 5):

72. Applicant has the needs and level of readiness commensurate to the Window's purpose,

73. MoU with a Mentor demonstrates clarity in roles and mutual respect,

74. MoA with Co-investor (mandatory for Window 2) shows high level of commitment with clear understanding of the shared risks and benefits as well as distribution of rights and duties,

75. Eligible NBA or NBB in idea, in basic realistic plan (for Window 1), and in a full realistic activity/business plan (for Window 2) contribute to the PDO, is in line with and preferably supports the Destination Plan, meet safeguards policies,

76. For Windows 2, the NBA or NBB plan demonstrates long-term sustainability, adequate size of landscape for impact,

77. An important emphasis will be on the equitable benefit-sharing within the CBE and with the broader local communities. Specific measures to enhance this dimension will be aided by the

Governance Assessment and Action Plan (GAAP) to guide the PIU to support this dimension through communication with prospective applicants,

78. A special consideration will be given to Applications that highlight the benefit to the women. The Gender-assessment in each site will further guide the PIU to support this dimension through communication with prospective applicants.

79. ***Due diligence***. To reduce the risks of sub-project failure, the Facilitator will lead a stringent due diligence on all parties:

80. On the Applicant, it will not only verify the prior history in terms of funds management practices and capacity but also in terms of its reputation, and that of its governors, in the community, prior experience with realism, with intellectual honesty, achieving results and sharing equitably benefits.

81. On the Mentor, and Co-investor for an NBA, it will not only verify the prior history in terms of funds management practices and capacity but also in terms of its reputation in the community, technical capacity, intellectual honesty, prior results, rigorousness, and financing capacity.

82. On the Co-investor for a NBB, it will verify the prior history in the sector in Zambia (and elsewhere if necessary) in terms of professional ethic, rigorousness, employment policy, capacity to work with communities, strategy and vision in green businesses, audits and capacity to leverage financing.

83. ***Repeat Grant***. A Beneficiary may not access the same Window again for the same purpose and will have to demonstrate progress and development. Also, the Facilitators will confirm that the first grant was timely and well implemented, delivered all of its intended results.

4.2 THE NATURE PARTNERSHIP MATCHING GRANTS AGREEMENT

84. Once a Nature Partnership Matching Grant is attributed the Beneficiary and the MoT sign a Nature Partnership Matching Grant Agreement. The Financing Agreement has strict stipulation about what must be included in such agreement.

Nature Partnership *Matching Grants*[5] *[Agreement]*
1. For purposes of carrying out Part 1.3(a) of the Project, the Recipient[6] *shall upon selection of a Subproject in accordance with criteria and procedures acceptable to the Association and set forth in the PIM enter into an agreement with the selected Beneficiary ("*Nature Partnership *Matching Grant Agreement"), under terms and conditions acceptable to the Association, which shall include, inter alia:*
(a) the amount to be provided in the form of a Nature Partnership *Matching Grant to the Beneficiary under a* Nature Partnership *Matching Grant Agreement, its terms and conditions;*
(b) the obligation of the Beneficiary to procure the expenditures to be financed under the Nature Partnership *Matching Grant Agreement in accordance with the procedures set forth in the PIM;*

[5] The legal vocabulary of the Financing Agreement may be confusing. Recipient means the Government of Zambia. Association means World Bank. Beneficiary means the recipient of a Nature Partnership Matching Grant. Part 1.3 means Subcomponent 1.3.
[6] Reminder, in the Financing Agreement, the word "Recipient" refers to the Government of Zambia.

(c) the obligation of the Beneficiary to carry out its activities in compliance with the Anti-Corruption Guidelines and the relevant environmental and social requirements as set forth in the Environmental and Social Commitment Plan ("ESCP"), including, when applicable, prepare an environmental management plan in accordance with the Environmental and Social Management Framework, in form and substance satisfactory to the Association, and to implement said activities in accordance with the relevant environmental management plan;

(d) the obligation of the Beneficiary to report to the Recipient on the progress of the implementation of the activity financed with the Nature Partnership Matching Grant and to enable the Recipient and the Association, if the Association shall so request, to visit the facilities where the financed activities are implemented and administered;

(e) the obligation of the Beneficiary to maintain records and accounts for expenditures incurred and financed with the Nature Partnership Matching Grant, and make available such documentation to the Recipient and to the Association, if the Association shall so request; and

(f) the right of Recipient to suspend, cancel or request a refund of the Nature Partnership Matching Grant or a portion thereof in case of the failure of the Beneficiary to perform any of its obligations under the Nature Partnership Matching Grant Agreement.

2. The Recipient shall exercise its rights and carry out its obligations under each Nature Partnership Matching Grant Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate, or waive any Nature Partnership Matching Grant Agreement or any of its provisions.

Figure 8. Quote from Financing Agreement Describing the Nature Partnership Matching Grant Agreement

4.3 Implementing NATURE PARTNERSHIP Matching Grants

85. The Beneficiary is tasked to implement the NBA or NBB for which a Nature Partnership Matching Grant is provided. Implementation requires (a) procurement of goods, services and works that have been approved, (b) obtaining, managing, and accounting for funds received, (c) carrying out the activities proposed to deliver the intended output and outcome, and (d) reporting on implementation and on achievements.

86. The Beneficiary may delegate its responsibilities to the Mentor - in which case the MoU must stipulate the delegated responsibilities and rights and both the Beneficiary and the Mentor sign the Nature Partnership Matching Grant Agreement.

Nature Partnership Matching Grant Procurement

87. This section should be read in conjunction with PIM Volume 4 on Procurement. Any discrepancies, Volume 4 should prevail, and clarification and support should be sought from the World Bank Procurement team.

88. Beneficiaries of Nature Partnership Matching Grants implementing Sub-projects are responsible for carrying out their procurement according to procedures recorded in the Nature Partnership Matching Grant Agreement and those described in the Procurement Volume of the PIM (see PIM Volume 4).

89. For procurement under Nature Partnership Matching Grants, which will involve 'all' or in part private sector financing the procurement regulations will not apply. However, considerations will be made by the private sector party to consider if the application of the core procurement principles of the World Bank will deliver the best results.

90. Accordingly, as part of the request for financing the templates for Nature Partnership matching grants will include the requirements for the Applicants to indicate how the Applicant will carry out procurement that may arise on the project. The form should remind the applicant that the World Bank's core procurement principles are the standards for determining the acceptability of the commercial practice that will be proposed. The application of the core procurement principles will also be the standard that will be used by the reviewers to determine the acceptability of the commercial practices.

91. The following procurement methods are available by default.

Procurement of Small Works Under Shopping Method

92. Small Works are considered non-complex civil works of value below $300,000. In this process, the work would be procured based on comparing quotations obtained from at least three (3) independent contractors/individuals.

93. It is advised that the Beneficiary make information available to as many as possible local contractors or individuals at the district level and, if necessary, at the province level. This could be done through the posting of public announcements. These announcements would include relevant information to enable interested parties to submit proposals.

94. The Beneficiary is advised to establish a Procurement Evaluation Committee, consisting of not less than five local representatives to serve as members, women are strongly encouraged to participate. The memorandum creating such a Procurement Evaluation Committee must be maintained in the file.

95. The detailed steps to be followed and documentation to be maintained in this procurement process are listed in the Procurement Manual (Volume 4 of the PIM).

Procurement of Goods and Non-consulting Service, Under Shopping Method

96. The Shopping method available: Goods, and Non-consulting Service of values less than $100,000, will be procured based on comparing price quotations obtained from at least three (3) suppliers.

97. The Beneficiary is advised to establish a Procurement Evaluation Committee consisting of not less than five persons to serve as members, women are strongly encouraged to participate. The memorandum on creating such a Procurement Evaluation Committee must be maintained in the file.

98. The detailed steps to be followed and documentation to be maintained in this procurement process should be found in the Procurement Manual (PIM Volume 4 - especially see the Annex 1 for Standard Procurement Documents) and WB Procurement team.

Direct Contracting

99. It is advised that Direct contracting is only used when the estimated cost for procurement of works, goods, or non-consulting services, is less than (Zambian Local currency equivalent to US$2,000) or only one supplier is available (which should be justified with supporting documents). A supplier may be chosen without going through the shopping procedure outlined above, provided that the costs are in line with local market rates. This method may be used for the purchase of consumable goods such as fuel, or non-consulting services such as utilities.

100. It is advised that this method is only used when it is justified that there is only one supplier available in the area. Documents available for post-review by the auditors should include but not be limited to, a purchase order, an invoice and evidence of payment.

Disbursements

101. This section should be read in conjunction with PIM Volume 5 on Financial Management. Any discrepancies, Volume 5 should prevail, and clarification and support should be sought from WB Financial Management team. Disbursement of the Nature Partnership Matching Grant to Beneficiaries can be of two types:

- (a) in the form of an advance to implement the Nature Partnership Matching Grant,
- (b) in the form of a payment based on the prior completion of agreed benchmarks (similar to output-based payment).

102. The Nature Partnership Matching Grant Agreement will identify the method to be used. The agreed method cannot be changed during Nature Partnership Matching Grant implementation.

Disbursement Based on Advances.

103. This is the classic disbursement method. The Beneficiary submits an Application for Disbursement Form to the Facilitator (the Banking reference would be in the Nature Partnership Matching Grant Agreement).

104. For all Nature Partnership Matching Grant, disbursement is carried out according to a schedule proposed in the Application, appraised, and recorded in the Nature Partnership Matching Grant Agreement. A disbursement of value greater than $10,000 (or ZMW equivalent) requires a Bank guarantee from one of the parties. It should be noted that Windows 2 Nature Partnership Matching Grants which may be in the order of $200,000 would require a bank guarantee which is likely to be issued to the Co-investor. In case of difficulties in obtaining a bank guarantee, the Applicant is invited to explore using the second disbursement method (based on prior completion).

105. Disbursement schedule is variable.

106. ***For TA and Enabling Nature Partnership Matching Grants (Windows 1)***, 50% of the amount is disbursed as an Advance. The final disbursements will be paid, on request by the Beneficiary upon benchmark achievement as shown in a mid-point progress reports and verified.

107. ***For Transformational Nature Partnership Matching Grant (Window 2)***, disbursement is carried out according to a schedule proposed in the Application, appraised, and agreed in the Nature Partnership Matching Grant Agreement. The intermediary and final disbursements will be paid, on request by the Beneficiary upon benchmark achievement as shown in progress reports and verified.

108. The Facilitator may also request a satisfactory retirement (i.e. financial report (statement of sources and uses, statement of expenditure including copies of receipts, claim forms, and bank statements) of the previous advance.

Disbursement Based on Prior Completion.

109. This is the preferred method for Nature Partnership Matching Grant that (a) are technically simple, (b) possess well-defined benchmarks and end-products and (c) where Mentor pre-financing is available and is the preferred option. Such Nature Partnership Matching Grant are simple to administer, as documentation and reporting is kept to a minimum. An advantage is that the Beneficiary has a built-in incentive for economy and efficiency.

110. The Beneficiary apply for funds using an Application for Disbursement Form. Disbursement is made, in one or several tranches, based on verified achieved benchmarks (physical progress, verified performance or completion of end-product) as defined in the Nature Partnership Matching Grant Agreement. The Facilitator verifies whether the agreed benchmarks are achieved prior to clearing payment.

111. The Beneficiary follows simple fiduciary procedures designed to enhance transparency in the use of funds by keeping the following financial reports: (a) Detailed Expenditure Schedule; (b) Financial Report; and (c) Cash Book.

Audit

112. Each year, the Project internal and external auditors will select a sample of Nature Partnership Matching Grant Beneficiaries and carry out an audit. Such audit would be based on the "*Guidelines – Annual Financial Reporting and Auditing of World Bank-Financed Activities*" issued by the Bank on June 30, 2003[7].

[7] https://documents.worldbank.org/en/publication/documents-reports/documentdetail/373641468913874346/guidelines-on-financial-reporting-and-auditing-of-projects-financed-by-the-world-bank-for-east-asia-and-pacific-region-and-south-asia-region

113. Beneficiaries are required to maintain and, in case of audit, make available to auditors the requested financial records, documents, and assets purchased with the Nature Partnership Matching Grant.

Quality control, Monitoring and Reporting

114. ***Beneficiary monitoring and Reporting***. The Beneficiary, with assistance from the Mentor and the Co-investor (where relevant), will produce simple quarterly progress reports. The Beneficiary may use the Template provided in Annex 3 or use its format if the necessary information is included. Progress reports need to include (a) a description of the activities undertaken including procurement, (b) a review of progress toward agreed output and outcome (possibly with quantified indicators if any), (c) an evaluation of challenges, progress, and perspective toward timely and successfully completion, and (d) expenditures. The Final Report will include the same information with additional depth as well as include a section on sustainability, the way forward for the CBE or Partnership and lessons learned.

115. ***Implementation Support to Beneficiary***. The Facilitator, with assistance from PIU, is responsible for helping the Beneficiary and for external monitoring of the Nature Partnership Matching Grant implementation. This support may take several forms: (a) sharing and discussing with the Beneficiary the review and analysis of the Progress Reports and the Final Report, (b) field visit both to provide advice to the Beneficiary and to verify that the reality and quality of implementation or to verify the consistency between the reports and implementation. The Facilitator evaluations will focus on the achievement of the intended output and outcome, especially those that support the Project performance indicators and learning lessons that can be incorporated in the Nature Partnership Matching Grant .

116. ***Additional Monitoring***. The Beneficiary may also receive additional inspections or advisory visits from various agencies, organizations, internal or external auditors or from joint GRZ-World Bank support mission. The purpose of these visits is variable and will be declared ahead of time.

Extension, Completion and Closing

117. There are important dates that needs to be honoured. The Nature Partnership Matching Grant Agreement defines the end of disbursement and completion dates. This is the deadline for submitting an Application for Disbursement.

Table 8. Important Nature Partnership Matching Grant Implementation Dates

Window (anticipated duration)	End-of-Disbursement (EoD)	Completion	Extension of EoD and Completion dates	Final Report	Closing
Enabling Window 1 (1yr - 2yr)	10 months after the first disbursement	12 months after first disbursement.	Two 6-month extensions maximum.	3 months after Completion	3 months after Final Report

Transformational Window 2 (2yr - 3yr)	22 months after the first disbursement	2 years first disbursement.	Two 6-month extensions maximum.		

118. ***End of Disbursement***. The Nature Partnership Matching Grant Agreement defines an End-of-Disbursement date. This is the deadline for the Facilitator to receive an Application for Disbursement.

119. ***Completion***. The Nature Partnership Matching Grant Agreement defines a Completion date. This is the deadline for the Beneficiary to complete all funded activities. No expenditure justification is receivable after that date except the payment of (a) service contracts for service delivered prior to the Completion date, (b) for civil works for works completed prior to the Completion date or (c) for goods that had been received prior to the Completion date.

120. ***Extension***. Under certain circumstances, the Nature Partnership Matching Grant End-of-Disbursement and Completion dates can be extended. These circumstances are: (a) unforeseen events or challenges leads to legitimate delay in implementation, (b) reasonable probability that with an extension the objective of the Nature Partnership Matching Grant can be fulfilled, and (c) all fiduciary and reporting obligations are met.

121. ***Final Report***. The Beneficiary shall submit a Final Report and all supporting documents within three months of the Completion date.

122. ***Closing***. Nature Partnership Matching Grant closing begins when the beneficiary produces and submits a Final Report to the Facilitator. Once the Final Report is submitted, the Facilitator leads a final due diligence of compliance and evaluation of performance and then issues a short closing report to the Project Coordinator. The Project Coordinator may request the opinion of the DoT, PSC and the World Bank prior to declaring a Nature Partnership Matching Grant closed. Based on this, the Project Coordinator declares the Nature Partnership Matching Grant closed and informs the beneficiary, DoT, PSC and the World Bank.

ANNEX 1. TEMPLATE MOU AND MOA

123. Parties can supply other form of MoU / MoA or equivalent that defines the basic terms of relationship between Parties as outline in the below template.

MEMORANDUM OF UNDERSTANDING [or AGREEMENT]
(*delete Understanding or Agreement as required)*

Between

Either: The Applicant or the Mentor
[or: The Applicant, [the Mentor] and the Co-investor]

This Memorandum of Understanding [or Agreement] (hereinafter referred to as 'MoU' [or MoA]) entered the ___ day of ____, 202X at _____, Zambia by and between:

The _____, of _____, hereinafter referred to as, "The First Party".

and

The _____, of _____, hereinafter referred to as, "The Second Party".

[and

The _____, of _____,, hereinafter referred to as, "The Third Party (Co-".]

First Party, Second Party [and Third Party] are collectively referred as Parties and individually as Party.

WHEREAS all Parties intend to abide by the terms of Annex C by not engaging in any fraud or corruption practices.

RESPONSIBILITIES OF THE PARTIES
The Parties agree to the below responsibilities listed, including modes of communication and information sharing to ensure accessibility, timeliness, accuracy, and comprehensibility of the ways data and information are transmitted and exchanged. Details are in Annex B of this MoU/MoA.

THE FIRST PARTY

- _____ (describe the responsibilities in less than 10 bullets)

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–

THE SECOND PARTY

- _____ (describe the responsibilities in less than 10 bullets)
-

THE THIRD PARTY

- _____ (describe the responsibilities in less than 10 bullets)
-]

CONSULTATION

- Carry out all activities under defined objectives in full collaboration and consultation between the Parties and relevant stakeholder, according to a process agreed and in the genuine spirit of collaboration and transparency.

GOVERNING LAW AND DISPUTE RESOLUTION

This bidding agreement shall be governed under Zambian Laws.

Any dispute, controversy or claim arising out of or relating to this agreement shall be first resolved amicably by mutual discussions within 90 days of from the date of receipt of notice of dispute by the party. If the Parties are unable to amicably resolve the dispute within a reasonable period, then the dispute may be referred to Arbitration by either party. Such arbitration would be presided over by a Sole Arbitrator appointed with mutual consent of the parties.

The Arbitration proceedings shall be governed by the provisions of Zambia arbitration regulations The language of the Arbitration shall be English and the Seat of the Arbitration shall be _____. The award of the sole Arbitrator shall be final and binding upon the parties.

JURISDICTION

The Courts of Lusaka only shall have the jurisdiction to entertain any matter or dispute on account of any action arising out of this Agreement.

DURATION, TERMINATION, MODIFICATION

1. The proposed MoU [or MoA] shall have duration of an initial period of ____ years, commencing from the date of execution of this MoU [or MoA] unless terminated earlier for any of the conditions mentioned hereunder.

2. This MoU [or MoA] shall be terminated:

    i. Forthwith by mutual consent of both Parties upon serving a written notice of 30 days by the Party intending to terminate to the other; or

    ii. forthwith if any Party is in material breach of the terms of this MoU [or MoA] and such breach is not rectified despite a written notice within 60 days.

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and /or:

iii. [forthwith if any Party becomes insolvent or makes an arrangement with its creditors or has a liquidator, provisional liquidator, receiver or administrator appointed or commences winding up (other than for the purposes of a bona fide amalgamation or reconstruction whilst solvent) or takes or suffers any similar action in consequence of debts or carries out or undergoes any analogous act or proceedings under any Zambian law. (*only for MoA*)]

3. In the event of termination of this MoU [or MoA], the Parties will complete their respective obligations in respect of running/ongoing Sub-projects / already accepted contracts on the agreed contractual terms.

4. This MoU [or MoA] may be amended only by mutual agreement in writing and duly executed by the Parties.

PUBLICITY

The Parties agree that all news releases, public announcements, advertisements, or publicity concerning or related to this MoU, shall be subject to the prior written approval of the Parties.

In case either Party plans to disclose or announce any information or content with regards to this MoU subject to continuous disclosure obligations under the Zambian law, stock rules & regulation, either Party may do the same under such circumstances with proof of such requirement duly intimated to the other Party prior to disclosure.

COMPLIANCE WITH LAWS

Each of the parties shall comply with all Zambian laws and regulations applicable to them for execution of this MoU [or MoA] and the performance of the transactions contemplated by this MoU [or MoA]. Without hampering execution of the MoU [or MoA].

COMPLIANCE WITH PROJECT INSTRUMENTS

Each of the parties is aware and shall comply with all GREAT-TDP Project instruments listed in its Project Implementation Manual for design, and implementation of any Sub-project for which the Parties obtained a GREAT-TDP Nature Partnership Matching Grant under this MoU [or MoA] and the performance of the transactions contemplated by this MoU [or MoA]. Without hampering execution of the MoU [or MoA].

ACCOUNTABILITY AND WHISTLEBLOWER PROTECTION

Each of the parties shall comply with all Zambian laws and regulations on accountability and whistle-blower protection or apply best practice standard policy and procedures.

[INSURANCE

The Parties agree to provide for an insurance coverage for their respective scope of works at their own expense and such insurance must remain valid and in effect until completion of all work agreed to be performed. (*recommended but optional)*]

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LIMITATION OF LIABILITY
In no event shall either party be liable for any consequential, incidental, indirect, damage, loss or expenses.

AMENDMENTS
No oral explanation or oral information by either Party shall alter the meaning or interpretation of this MoU [or MoA]. No modification, alteration, addition or change in the terms hereof shall be binding on either Party unless reduced to writing and duly executed by both Parties in the same manner as the execution of this MoU [or MoA].

NON-ASSIGNMENT
Recognizing that the matters discussed herein are specifically related to the Parties, this MoU [or MoA] shall not be assigned or otherwise transferred by either Party in whole or in part without the prior written consent of the other Party.

NOTICES
Any notice required or permitted to be given under this MoU [or MoA] by one of the Parties to the other Party shall be given for all purposes by delivery in person, or by registered or certified mail, postage prepaid with return receipt requested, or by, facsimile, email or telegram addressed to the other Party at its address set forth below, or at such address as a Party shall hereafter furnish in writing to the other Party.

EFFECTIVE DATE OF MoU [or MoA]
This MoU [or MoA] shall enter into full force and effect upon its signature by all Parties. Either party may enter into this Agreement by executing a counterpart.

ENTIRE UNDERSTANDING
This MoU [or MoA] contains all of the agreements and understandings of the Parties hereto with request to the subject matter hereof, and supersedes and replaces any and all previous understanding, commitments or agreements, oral or written, related to the subject matter hereof.

FORCE MAJEURE
That neither party shall be held responsible for non-fulfilment of their respective obligations under this Agreement due to the exigency of one or more of the force majeure events such as acts of God such as War, Terrorist Attack, Flood, Earthquakes, Epidemics, Riots, etc. provided on the occurrence and cessation of any such event the party affected thereby shall give a notice in writing to the other party within 07 days of such occurrence or cessation. If the force majeure conditions continue beyond 1 (one) month, the Parties shall jointly decide about the future course of action.

[DELEGATION OF FIDUCIARY RESPONSIBILITY
The first party may delegate fiduciary management responsibility for the planning, management, accounting and reporting and any other legal responsibility under the Nature Partnership Matching

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Grant through inviting the second party to co-sign any legal instrument such as but not limited to the Nature Partnership Matching Grant Financing Agreement.]

ENTRY INTO FORCE

This MoU [or MoA] may be signed in (02) counterparts, each of which shall be deemed an original and both of which duly executed shall constitute one entire document and shall enter into force and effect on the date ("Effective Date") when it is duly signed by the authorized representatives of the Parties and affixed with the official seals by the Parties respectively.

In witness whereof the parties above named have executed and delivered this agreement as of the date first above written.

SIGNED, SEALED AND DELIVERD

For and on behalf of [1st Party]

_____

Authorized Signatory

SIGNED, SEALED AND DELIVERD

For and on behalf of [2nd Party]

_____

Authorized Signatory

SIGNED, SEALED AND DELIVERD

For and on behalf of [3rd party]

_____

Authorized Signatory

ENDORSMENT

For and on behalf of [the PIU]

_____

Authorized Signatory

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Annex A. If applicable, outline of the Budget Planning and Financial Management between the Parties

…… …… (add table / text as necessary).

Annex B. Description of the responsibilities and additional specific information on each Parties role (including covering the expenses incurred) in the operation of the collaboration and cooperation toward specifically defined objectives and activities such as a cost and time bound project implementation

Category	First Party	Second Party	Third Party
Communications to the other Party(ies)			
Communication with other entities			
Accounting. Principles to funds management and accounting for expenditures.			
Reporting: Principles to reporting on activities and ensuring all Parties' review and endorsement .			
Monitoring progress. Who will keep track of progress on activities and who will verify them.			
Monitoring potential harms: Who will check that the implemented activities is not doing any harm? And who will verify?			
Raising grievances: Who can raise			

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grievance and to whom.			

(add more rows as necessary).

Annex C. Fraud and Corruption

All parties must observe the highest standard of ethics during the selection and execution of this MoU [or MoA] and must not indulge in corrupt, fraudulent, collusive, coercive nor obstructive practices. Reference should be made to the relevant policies.

Corrupt practices mean offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party.

Fraudulent practice means act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation.

Collusive practice means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.

Coercive practice means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.

Obstructive practice means deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

If a Party has engaged in any of the above, the Parties understand that the Project will reject any ongoing or future Nature Partnership Matching Grant Application and cancel any ongoing Nature Partnership Matching Grant Agreement.

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ANNEX 2. TEMPLATE PRE-APPLICATION FORM



Republic of Zambia

MINISTRY OF TOURISM

GREAT-TDP

PRE-APPLICATION FOR AN NBA or NBB NATURE PARTNERSHIP MATCHING GRANT

(Instructions: This pre-application can be written using the provided format and must not exceed 4 pages including the information page (font #12 and space 1.5)

Title of Sub-project

_____,

Applicant Name

_____,

Representing group of (community, or community-based entity name)

Province: _____ District:_____ Ward:_____

Phone number:_____

_____,

With Mentor (name and organization). *Leave blank if none:*

_____,

Province: _____ District:_____ Ward:_____

Phone number:_____

With Co-investor (name and company). *Leave blank if none:*

_____,

For a funding from: (check only one)

Enabling Nature Partnership matching grant (Window 1)	Transformational Nature Partnership matching grant (Window 2)
☐	☐

Enabling Nature Partnership matching grant (Window 1)

Do not fill this page unless intend to apply for Enabling Nature Partnership matching grant.

Applicant status: *Is this idea coming from a CBE that has a legal status?* *Tick only one.*	☐ Yes, it was established in _ _ _ _. (submit the CBE's Constitution and relevant documents with this form) ☐ No, we are a prospective CBE. **Level 1 (Prospecting / not registered)** ☐ Level 2 (Established/ registered) ☐ Level 3 (Established and ready to commercialized) ☐
Nature: *What is the natural resource and/or area that is the "base" for your nature-based-activity or business?* *Tick all applicable.*	☐ Land/forest, degraded. ☐ Land/forest, wild ☐ Water/fish ☐ Wildlife/habitat ☐ Other:
Vision and Goal for Nature: *What is your primary vision and goal about the Nature* (land, forest, water, wildlife) *that is the "base" of your idea?* *Tick only one.* **Refer to guidance to learn more about Nature-Based-Activity and Nature-Based Business.*	☐ Our primary vision is for Nature to help our well-being, giving reliable water sources, good soil, and home. Our primary goal is to revive and better maintain healthy Nature for community to enjoy and use (Activity) ☐ Our primary vision is for Nature to help our income-generation, giving goods to sell and attract people. Our primary goal is to sustainably harvest from Nature for the market and buyers (Business) ☐ We are not sure yet.
Existing or planned: *Do you already having a program intended to achieve the above stated vision and goal?*	☐ Yes, we are already doing what may be described as Nature-Based Activity, it began in _ _ _ _.

	☐ Yes, we are already doing what may be described as Nature-Based Business, it began in _ _ _ _. ☐ No, this is a new idea for a Nature-Based Activity or Business.
Elaborate below in words, *(1) the Nature (resource and/or area) that is the "base", and* *(2) the idea envisioned for the activity or business (planned or existing) around that Nature.*	
Challenges and Problems: *What are the key challenges and problems that faces the natural resource or land* (land, forest, water, wildlife) *that you hope to manage better?* *For each, indicate 0, 1, 2, or 3:* *0 = Not important* *1 = Less Important* *2= Important* *3 = Very important*	___Difficult to make CBE function properly with internal capacity. ___Difficult to effectively collaborate with other organizations. ___Difficult to build a clear plan about launching a new or upgrading an existing nature-based activity / business to reach vision and goals. ___Difficult to find reliable Co-investor and/or investor to support CBE. ___Others:
Expectations: *What are your key expected benefits from the enabling Nature Partnership matching grant?* *For each, indicate 0, 1, 2, or 3:* *0 = Not important* *1 = Less Important* *2 = Important* *3 = Very important*	___Help on improving organization to manage and use our Nature. ___Advice on registering our group as legal entity and getting registered. ___Help on securing legal rights to protect, manage and use Nature. ___Help on finding viable Pre-application for nature-based activity or business. ___Advice on better accessing ways to find sustainable money for our Nature-based activity or business. ___Help with other skills and knowledge, *describe below:*

Opportunities: *What are the main opportunities that the enabling Nature Partnership matching grant could open for you?* *For each, indicate 0, 1, 2, or 3:* *0 = Not important* *1 = Less Important* *2= Important* *3 = Very important*	___Resource and help to improve CBE capacity - such as internal rules, procedures, tools, finance. ___Help to develop a clear plan about launching a new or upgrading an existing nature-based activity / business to reach CBE vision. ___Help to identify a reliable Co-investor to implement our plan to vision. ___Help with other enablers, *describe below:*
Mentor: *Is this application being submitted together with a Mentor organization (a not-for-profit company that supports the CBE)?* *Tick only one.*	☐ Yes, the year the Mentor engaged with our CBE is: _ _ _ _. ☐ No, but the organization that has expressed interest be our Mentor is: _____. ☐ No, and we would request help finding a Mentor.
Co-investor: *Is this application being submitted together with a Co-investor (a for-profit company / investor that is in business-relationship with the CBE)?* *Tick only one.*	☐ Yes, the year the Co-investor engaged with our CBE is: _ _ _ _. ☐ No, but the company that has expressed interest to be our Co-investor is: _____. ☐ No, we are not in contact with any company or investor.

For reference, please find description of the two main eligible sub-project focal areas of interest:

- ***Nature-Based Activity (NBA)***: An NBA is the development or improvement of the management, restoration, conservation, and sustainable use of natural resources (natural trees, Non-Timber Forest Product (NTFPs), wildlife, fish resources, wetlands, etc.) over areas such as portions of national parks, GMA, Community Forest Areas, Game Ranch, Conservancies, or equivalent. An NBA may include elements of cost recovery such as tourism, sustainable harvest and trade of wildlife, fish, NTFPS and carbon. An NBA may or may not aim to evolve into a profit-making commercial business (NBB).
- ***Nature-***Based ***Business (NBB)***: An NBB is the development or improvement of the commercially and ecologically profitable use of wild commodities[8] and services. In other words, NBB focuses on enhancing the cost recovery element or the revenue generating dimension of NBA. The NBB will emphasize supporting value-chains in a way that does not negatively affect but benefit the natural ecosystem, such as nature-based tourism and downward linkages, legal harvesting, transformation and trade of wild commodities, beekeeping, natural fisheries, carbon trade, renewable energy generation, etc.

[88] The term wild commodity refers to a commodity that is naturally produced by a well-functioning ecosystem, it is an expression that encompasses NTFPs (non-timber forest products), timber, wildlife, wild fish, and surface water. The use of wild commodities can be consumptive (hunting, harvesting) or non-consumptive (tourism). It may include transformation (e.g. bottling honey, drying mushrooms) and trade.

Transformational Nature Partnership matching grant (Window 2)

Do not fill this page unless intend to apply for Transformational Nature Partnership matching grant.

Applicant status: *Is this idea coming from a CBE that has a <u>legal status</u>?* *Tick only one.*	☐ Yes, it was established in _ _ _ _. (submit the CBE's Constitution and relevant documents with this form) ☐ No (stop here, submit idea with Window 1)
Nature: *What is the natural resource and/or area that is the "base" for CBE's nature-based-activity or business?* *Check all applicable.*	☐ Land/forest, degraded. ☐ Land/forest, wild ☐ Water/fish ☐ Wildlife/habitat ☐ Other:
Vision and Goal for Nature: *For the CBE submitting this idea, what is the <u>primary</u> vision and goal about the Nature* (land, forest, water, wildlife) *that is the "base" of your idea?* *Tick only one.* **Refer to guidance to learn more about Nature-Based-Activity and Nature-Based Business.*	☐ Our primary vision is for Nature to help our well-being, giving reliable water sources, good soil, and home. Our primary goal is to revive and better maintain healthy Nature for community to enjoy and use (Activity) ☐ Our primary vision is for Nature to help our income-generation, giving goods to sell and attract people. Our primary goal is to sustainably harvest from Nature for the market and buyers (Business) ☐ We are not sure yet.
Existing or planned: *Is the CBE already having a program intended to achieve the above stated vision and goal?*	☐ Yes, we are already doing what may be described as Nature-Based Activity, it began in _ _ _ _. ☐ Yes, we are already doing what may be described as Nature-Based Business, it began in _ _ _ _. ☐ No, this is a new idea for a Nature-Based Activity or Business. Any other comments?

Elaborate below in words, *(1) the Nature (resource and/or area) that is the "base", and* *(2) the idea envisioned for the activity or business (planned or existing) around that Nature.*	
Challenges and Problems: *For the CBE submitting this idea, what are key challenges and problems about the Nature* (land, forest, water, wildlife) *that is the "base" of your idea?* *For each, indicate 0, 1, 2, or 3:* *0 = Not important* *1 = Less Important* *2 = Important* *3 = Very important*	___Difficult to make CBE function properly - weak internal capacity and weak collaboration outside. ___Difficult to make strong and detailed plan needed to launch a new - or upgrade the existing - nature-based activity / business to a scale that can have better impact. ___Difficult to find funds for material, and actions needed to launch - or upgrade - the nature-based activity / business for better impact. ___Others:
Opportunities unlocked from Transformational Nature Partnership Matching Grant: *For the CBE submitting this idea, what are key expected opportunities and benefits from the Transformational Nature Partnership matching grant?* *For each, indicate 0, 1, 2, or 3:* *0 = Not important* *1 = Less Important* *2 = Important* *3 = Very important*	___Resource and help to improve CBE efficiency - tools, equipment, feasibility studies, works. ___Resource and help to launch a planned - or upgrade the existing - nature-based activity / business. ___Resource and help to co-invest with a reliable Co-investor into the nature-based activity / business that is in line with our vision. ___Help with other capital needs, *describe below:* ___Others:
Mentor: *Is this application being submitted together with a Mentor organization (a not-for-profit company that supports the CBE)?*	☐ Yes, the year the Mentor engaged with our CBE is: _ _ _ _.

Tick only one.	☐ No, but the organization that has expressed interest be our Mentor is: _____. ☐ No, and we would request help finding a Mentor.
Co-investor: *Is this application being submitted together with a Co-investor (a for-profit company / investor that is in business-relationship with the community)?* *Tick only one.*	☐ Yes, the year the Co-investor engaged with our CBE is: _ _ _ _. ☐ No, but the company that has expressed interest to be our Co-investor is: _____. ☐ No, and we would request help finding a company or investor.

For reference, please find description of the two main eligible sub-project focal areas of interest:

- ***Nature-Based Activity (NBA)***: An NBA is the development or improvement of the management, restoration, conservation, and sustainable use of natural resources (natural trees, Non-Timber Forest Product (NTFPs), wildlife, fish resources, wetlands, etc.) over areas such as portions of national parks, GMA, Community Forest Areas, Game Ranch, Conservancies, or equivalent. An NBA may include elements of cost recovery such as tourism, sustainable harvest and trade of wildlife, fish, NTFPS and carbon. An NBA may or may not aim to evolve into a profit-making commercial business (NBB).
- ***Nature-***Based ***Business (NBB)***: An NBB is the development or improvement of the commercially and ecologically profitable use of wild commodities[9] and services. In other words, NBB focuses on enhancing the cost recovery element or the revenue generating dimension of NBA. The NBB will emphasize supporting value-chains in a way that does not negatively affect but benefit the natural ecosystem, such as nature-based tourism and downward linkages, legal harvesting, transformation and trade of wild commodities, beekeeping, natural fisheries, carbon trade, renewable energy generation, etc.

[99] The term wild commodity refers to a commodity that is naturally produced by a well-functioning ecosystem, it is an expression that encompasses NTFPs (non-timber forest products), timber, wildlife, wild fish, and surface water. The use of wild commodities can be consumptive (hunting, harvesting) or non-consumptive (tourism). It may include transformation (e.g. bottling honey, drying mushrooms) and trade.

ANNEX 3. PRE-APPLICATION EVALUATION FORM

(*Instruction: This Form is for the Facilitator to fill out as part of the evaluation of the Pre-application Form. If deemed necessary, the Facilitator may request PIU to convene an IEP to support specific aspects or the entirety of the* Pre-Application.)

Basic Information

Name of Applicant:

Title of NBA or NBB:

Is the Pre-application for an ☐ NBA or ☐ NBB Nature Partnership Matching Grant? (*Tick the correct response)*

Is the Pre-application for a ☐ TA, ☐ Enabling, or ☐ Transformational Nature Partnership Matching Grant? (*Tick the correct response)*

Estimated amount of Nature Partnership Matching Grant requested: *(amounts can be in US$ or in Zambian Kwacha)*

Evaluation

Review Area	Description of criteria	Yes, or No? (or NA)
Basic qualification of the Applicant, Mentor and Co-investor	1. The proposed NBA or NBB meet the criterial (location, thematic, etc.) for an eligible NBA or NBB	Yes / No
	2. The Applicant meets the Window readiness criteria (level 1 to 3 for Window 1 to 2)	Yes / No
	3. The Applicant has selected a Mentor	Yes / No
	4. The Mentor meets the Mentor eligibility criteria	Yes / No
	5. The Applicant and the Mentor has signed an MoU	Yes / No
	6. The Applicant has selected a Co-investor	Yes / No
	7. The Co-investor meets the Co-investor eligibility criteria	Yes / No
	8. The Applicant and the Co-investor have signed a MoA and/or other relevant legal instruments	Yes / No
Window 1: Answers to 1 to 3 and must be YES. Window 2: Answers to 1 to 4 must be YES. Window 2: Answers to 1 to 7 must be YES		
Due diligence	1. The estimated Nature Partnership Matching Grant requested is within the threshold of the proposed Windows	Yes / No
	2. The Pre-application is submitted with all the required supporting documents	Yes / No
	3. Rapid due diligence on the Applicant verified consistency with information provided.	Yes / No
	4. Rapid due diligence on the Mentor verified its qualification for NB theme, familiarity with Applicant and fiduciary strength	Yes / No

	5. Rapid due diligence on the Co-investor verified its qualification for NB theme, familiarity with Applicant and fiduciary strength and availability of matching investment.	Yes / No /NA
Window 1: Answers to 1 to 4 must be YES. Windows 2: Answers to 1 to 5 must be YES.		
Evaluation of Section B Description	Rating	Score (0 to 4)
	1. Background The Applicant engaged, or plan to engage, into activities that are in line with the NBA or NBB and describe well these engagements or plans.	
	2. Problems are reasonably well identified and consistent with NBA or NBA or NBB challenges and not unrealistic to address	
	3. Objectives are aimed at addressing the identified Problems realistically.	
	4. Activities are aimed at addressing the Problems and objectives in a way that appears appropriate, feasible and realistic	
	5. Justifications are convincing and well aligned with the objective of the Nature Partnership Matching Grant	
	6. Challenges and risks to implementation are clearly stated and solution proposed show that they are realistically possible to overcome	
	7. Mentors (and Co-investor) role is clearly describe, logical and show good understanding of the respective roles of Mentor and Co-investor.	
	8. Matching Funds are described in a way that is credible and demonstrate understanding of the Nature Partnership Matching Grant requirements.	

*KEY: Score: 0 to 4 as follows (Strongly Disagree=0, Disagree=1, Uncertain= 2, Agree=3, Strongly Agree=4).

Description of Evaluation:
(*describe the process of evaluation, desk review, interviews, field visit, due diligence process, meetings, people met, verifications, etc. No more than half a page font #12, line spacing 1.5)*

Narrative of the Evaluation:
(*analyse the scoring table as well as the safeguard screening sheet and any information obtained through field visits, interview, meeting, due diligence on document to assess how the NBA or NBB may qualify, whether the Applicant, Mentor, Co-investor are eligible and qualify. Try to be as objective as possible. In the scoring sheet, if any score is less than 3, the Pre-application is sent for improvement. No more than half a page font #12, line spacing 1.5)*

Recommendation:
(*based on all the information available, either disqualify the proposed NBA or NBB, recommend pipeline entry, or recommend improvement and resubmission. In case of the latter, be as specific as possible and meet with the Applicant and Mentor to explain how they can improve the Pre-application. No more than half a page font #12, line spacing 1.5*)

Name, Title and Signature of the Evaluator:
Date

ANNEX 4. TEMPLATE APPLICATION

Republic of Zambia

MINISTRY OF TOURISM

GREAT-TDP

APPLICATION FOR AN NB-ACTIVITY or NB-BUSINESS NATURE PARTNERSHIP MATCHING GRANT

(Instructions: This Application should be written using the provided format and must not exceed 6 pages, font #12, line spacing 1.5. Attach supporting documents.)

SECTION A: BRIEF INFORMATION

Nature Based Activity or Business

NBA or NBB title:

_____

124. Is the Application for an ☐ **NBA** or ☐ **NBB** Nature Partnership Matching Grant (*Tick the correct response)?*

125. Is the Application for which (*Tick the correct response)?*

☐ Enabling Nature Partnership Matching Grant (Window 1), or

☐ Transformational Nature Partnership Matching Grant (Window 2)?

126. Amount of Nature Partnership Matching Grant requested from GREAT-TDP: _____

Amount of Matching by Applicant: _____
Amount of Matching by Mentor: _____
Amount of Matching by Co-investor: _____
Total budget: _____
(amounts can be in US$ or in Zambian Kwacha)

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Applicant

127. Is the Applicant a registered CBE: Yes, No (*circle the correct response)*

128. For registered CBE: Name and reference of Applicant: (include type of entity (MSMEs/CO/CPEs/CFG/CRB, etc.), the year of registration, the relevant number (e.g. certificate of incorporation number), the legal address. + optional: attach the relevant document to the Application)

[or For a prospective CBE: (include the intended type of entity and the name of at least three of the potential founders representing the group – Optional: Annex the list of the group members to the Application)]

129. Name and address of representative (or representatives) of the Applicant: (include phone, email, physical address, district and province) (for a prospective CBE, include three founding members)

130. Membership of the Applicant: Male ____ Female _____ = Total _____

Adult Members: Male ____ Female _____ = Total _____
Youth Members: Male ____ Female _____ = Total _____

Mentor

131. The Applicant must have an MoU with a qualified Mentor before financing agreement can be signed. Have the Applicant and Mentor signed an MoU? *(circle the correct)*

YES (Please attach the MoU to the Application)
NO (Explain why not, and the status of MoU negotiation)

132. Has the Applicant decided to delegate fiduciary responsibility for the management of the Nature Partnership Matching Grant to the Mentor? YES / NO (*circle the correct response and explain the rationale for this decision. If yes, the MoU between CBE and Mentor must include details on fiduciary responsibility and both CBE and Mentor will sign the financing agreement.)*

133. Name and reference of Mentor: (include type of entity, the legal status in Zambia, the legal address + optional: attach the relevant document to the Application.)

134. Name and address of the representative (or representatives) of the Mentor: (*include phone, email, physical address, district, and province)*

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135. Qualification. (justify the selection of the Mentor, describe the process of identifying the Mentor and its qualification, experience, and solvability. I short why is this the right Mentor for this CBE and NBE)

Co-investor

136. Has the Applicant established a relationship with a Co-investor: YES / NO (circle the correct response) (This is mandatory for Window 2 Transformational Matching Grants)

137. Name and reference of Co-investor: (include type of entity, the legal status in Zambia, the legal address + optional: attach the relevant document to the Application.)

138. Name and address of the representative (or representatives) of the Co-investor: (*include phone, email, physical address, district, and province)*

139. Have the Applicant and Co-investor signed a MoA? (*circle the correct response)*

☐ YES (Please attach the MoA to the Application.)

☐ NO (Please explain why not, and the status of negotiating MoA)

140. Qualification. (justify the selection of the Co-investor, describe the process of identifying the Co-investor and its qualification, experience, and solvability. In short, why is this the right Co-investor for this CBE and NBB)

SECTION B: NBA or NBB DESCRIPTION

141. Background (Describe the activity/ business that your "Partnership", i.e. you the Mentor and the Co-investor (if any) plan or have been involved in and the nature of your current/future relationship)

142. Problem (In line with your [proposed] activity/ business, identify gaps that justify your involvement or that prevent you from successfully starting, developing, or scaling up, the activity / business)

143. Objective - Vision (State the overall vision about solving the problem identified)

144. Sub-Objectives - Goals (Describe the more specific goals towards achieving your vision to solving the problem identified - ideally, they should include goals on nature conservation and supporting women and youth - see also #26 below)

DRAFT

145. Funding Items (Explain the above Sub-Objectives, in terms of how the funding from this NBA or NBB will be used to achieve them: what action, material, advisory service will be funded? These will be items that are costed under the Budget and reflect in your Implementation Plan.)

146. Results (State the expected results from each activity (output) and Sub-objective and how to measure whether they are achieved – refer to the list of Project indicators and suggested indicator in the Nature Partnership Matching Grant Manual. and feel free to propose indicators that measure better your intended results).

147. Justification (Describe how the CBE, Mentor, Co-investor (if any), intended actions to launch or upgrade the nature-based activity/business relates to and support the GREAT-TDP Project's Development Objective? refer to the PIM for GREAT-TDP objectives.)

148. Target Number of Beneficiaries (Describe the primary benefits that are expected e.g. more secure and healthy soil and water resources, improved income, employment opportunities etc., and Estimate the number of people who will gain from those benefits)

Type	Describe the primary benefits expected for this type of people	Estimate number of people under this type that will gain benefit
CBE Owners		
CBE Members		
CBE Employees		
CBE's household members		
Other community members		
Any other beneficiaries		

149. Women and youth empowerment (State how this funding will contribute to the following specific goals).

	Describe how the goal will be helped by specific actions, material, and advice that will be funded by the Project and supported through your NBA or NBB
Women leadership	
Youth inclusion	

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150. Risks and Expected Solutions (State any foreseeable risk in relation to the objective/ proposed intervention and how to resolve it)

151. Sustainability (State how your NBA or NBB will be sustained and be expanded after the initial funding has been exhausted.)

152. Market Analysis (Mandatory for NBB. State how your NBB will remain in business and be competitive on the market with buyers/consumers/clients).

153. Budget table (Fill out the table and provide description as requested)

154. Estimated Budget (See table below, the amount can be either in US$ or in Zambian Kwacha)

155. Budget justification (as relevant in your opinion, elaborate on relevant budget to justify choice, amounts, quantities, etc.)

156. Nature Partnership Matching funds (describe in detail, the financing mobilized by the Applicant, the Mentor, and the Co-investor: amount in kind and in money, availability, etc. – attach to the Application the proof of availability of this financing)

DRAFT

For answering Question 30.

Budget Table with Matching Financing

Intervention Action	Qty	Unit Price ($ / K)	Total Cost ($ / K)	Sources of Financing* all parties must demonstrate contribution - in kind or in cash				Description, especially highlight how different sources will support the intervention action together
				Project ($ / K)	Applicant ($ / K)	Mentor ($ / K)	Co-investor ($ / K)	
Consulting Services	.							
1.								
2.								
…								
Goods / Equipment								
1.								
2.								
…								
Civil works								
1.								
2.								
…								
Operation costs								
1.								
2.								
…								
Administrative costs								
1.								
2.								
…								
In kind (estimated value)								
1.								
2.								
…								
Total								

DRAFT

SECTION C: NBA/NBB IMPLEMENTATION

157. Organization (describe how the CBE/prospective CBE, the Mentor and the Co-investor (if any) – i.e., the partnership -- will collaborate to implement the Nature Partnership Matching Grant)

158. Role Distribution (Indicate if the MoU and MoA covers the following specific roles to be assigned to whom)

Role described	Applicant (CBE or Prospective CBE)	Mentor	Co-investor (W2 Mandatory, Window 1 Optional)	Describe any particular arrangement agreed between parties, especially to enhance collaboration.
	Circle all that apply			
Planning how the Project will be implemented (e.g., what to be achieved, prioritized, by whom, when)	▪ Lead ▪ Assist ▪ Decide	▪ Lead ▪ Assist ▪ Decide	▪ Lead ▪ Assist ▪ Decide	
Budgeting of funding to implement the actions under the plan	▪ Lead ▪ Assist ▪ Decide	▪ Lead ▪ Assist ▪ Decide	▪ Lead ▪ Assist ▪ Decide	
Approving how individual action will be executed	▪ Lead ▪ Assist ▪ Decide	▪ Lead ▪ Assist ▪ Decide	▪ Lead ▪ Assist ▪ Decide	

DRAFT

Procurement of goods and services according to agreed plan	▪ Lead ▪ Assist ▪ Decide	▪ Lead ▪ Assist ▪ Decide	▪ Lead ▪ Assist ▪ Decide	
Financial Management (accounting and reporting)	▪ Lead ▪ Assist ▪ Decide	▪ Lead ▪ Assist ▪ Decide	▪ Lead ▪ Assist ▪ Decide	
Monitoring how the progress is happening towards achieving the goals	▪ Lead ▪ Assist ▪ Decide	▪ Lead ▪ Assist ▪ Decide	▪ Lead ▪ Assist ▪ Decide	
Reporting on the progress according to the requirements	▪ Lead ▪ Assist ▪ Decide	▪ Lead ▪ Assist ▪ Decide	▪ Lead ▪ Assist ▪ Decide	

159. Planning / Monitoring. (describe how the Partnership (as defined in paragraph 18) will organize planning and monitoring of the activities and of the results as well as the reporting and explains how it has the capacity)

160. Procurement. (for relevant items of the Nature Partnership Matching Grant budget, describe which method of procurement you will use, the availability of service providers, suppliers, or contractors, w Nature Partnership ho in the partnership will lead procurement and explains how it has the capacity)

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161. Accounting. (describe how the joint venture is organized for accounting and financing reporting on the Nature Partnership Matching Grant received and explains how it has the capacity)

162. Schedule. (describe the schedule of implementation of each Specific-Objectives (see #21) and include a simple Gantt chart, which shows a plan when each will be expected to be achieved. Explain the how this schedule can realistically be met) *see template next page.

163. Disbursement Method. What will be the disbursement method? (Please study the PIM to understand each method. Work with Mentor and ask Facilitator for explanation. Discuss together with Mentor / Co-investor, Facilitator and make a choice.

It cannot be changed once Application is Approved. (circle the correct response)

☐ Advance

☐ Prior (Output based payment)

164. Disbursement schedule (insert a simple table with the proposed timing of disbursement)

DRAFT

For answering Question 36

Schedule of Implementation - "Gantt Chart"

Intervention Action	Project Starts (first 3months)	+3months	+3months	+3months	Year 2 Starts (first 3months)	+3months	+3months	+3months	Year 3 States (first 3mo)	+3months	Remarks (describe milestone etc.)
Sub-Objective A ….	.										
1.											
2.											
…											
Sub-Objective B ….											
1.											
2.											
…											
Sub-Objective C ….											
1.											
2.											
…											
Timeline for W 1		*Completion*	*Report*	*Closing*							
Timeline for Enabling W 2				*Completion*	*Report*	*Closing*					

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SECTION D: NBA or NBB MONITORING INDICATORS *(ONLY MANDATORY FOR WINDOW 2)*

165. How will the Beneficiary/Mentor/Co-investor know whether they have achieved what they had planned? (Define suitable impact indicators to be included. Include financing to support monitoring, and where suitable - independent third-party verification towards applicable certification system(s). Include site-specific indicators relating to the habitat or species of concern. If suitable to your NBA or NBB, consider using the template below.)

For answering Question 39.
PROPOSED MONITORING & REPORTING PLAN

Indicator (sign of achievement of the proposed adaptation activity)	Baseline (Status at start of intervention)	Target (Expected result at end of intervention)	Status	Data sources	Data collection methods	Frequency of data collection	Who will collect?

ANNEX 5. APPLICATION EVALUATION FORM

(*Instruction: This Form is for the Facilitator to fill out as part of the evaluation of the Application form. For W1 Applications, if deemed necessary, the Facilitator may request PIU to convene an IEP to support specific aspects or the entirety of the Pre-Application. For all W2 Applications, the PIU will convene and assign IEP to support the Facilitator. IEP and Facilitator are to coordinate to evaluate in transparent and fair process; the Facilitator will submit one consolidated evaluation form with final recommendation.*)

Basic Information

Name of Applicant:

Title of NBA or NBB:

Is the Application for an ☐ NBA or ☐ NBB Nature Partnership Matching Grant
(*Tick the correct response)*

Is the Application for a ☐ TA, ☐ Enabling, or ☐ Transformational Nature Partnership Matching Grant?
(*Tick the correct response)*

Estimated amount of Nature Partnership Matching Grant requested:
(amounts can be in US$ or in Zambian Kwacha)

Evaluation

Review Area	Description of criteria	Yes, or No?
Basic qualification of the Applicant, Mentor and Co-investor	1. The proposed NBA or NBB meet the criteria (location, thematic, etc.) for an eligible NBA or NBB	Yes / No
	2. The Applicant meets the Window readiness criteria (level 1 to 3 for Window 1 to 2)	Yes / No
	3. The Applicant has selected a Mentor	Yes / No
	4. The Mentor meets the eligibility criteria (refer to due diligence)	Yes / No
	5. The Applicant and the Mentor has signed an MoU	Yes / No
	6. The Applicant has selected a Co-investor	Yes / No
	7. The Co-investor meets the eligibility criteria (refer to due diligence)	Yes / No
	8. The Applicant and the Co-investor have signed a MoA and/or other relevant legal instruments	Yes / No
	Window 1: Answers to 1 to 4 must be YES. Window 2: Answers to 1 to 7 must be YES	
Due diligence	1. The estimated Nature Partnership Matching Grant requested is within the threshold of the proposed Windows	Yes / No
	2. The Application is accompanied by all the required supporting documents	Yes / No

	3. Due diligence on the Applicant verified consistency with information provided.	Yes / No
	4. Due diligence on the Mentor verified its qualification for NB theme, familiarity with Applicant and fiduciary strength	Yes / No
	5. Due diligence on the Co-investor verified its qualification for NB theme, familiarity with Applicant and fiduciary strength and availability of Nature Partnership matching investment.	Yes / No
	Window 1: Answers to 1 to 4 must be YES. Window 2: Answers to 1 to 5 must be YES.	
	Analysis	**Score (0 to 4)**
Evaluation of Section B Description	1. Background The Applicant engaged, or plan to engage, into activities that are in line with the NBA or NBB and describe well these engagements or plans.	
	2. Problems are well identified and consistent with NBA or NBB challenges and realistic to address	
	3. Objectives and sub-objectives are aimed at addressing the identified Problems realistically.	
	4. Activities (funded items) are aimed at addressing the Problems and Objectives in a way that appears appropriate, feasible and realistic	
	5. Results, are they clearly stated, realistic to achieve, is there indicators and do they show contribution to the Project.	
	6. Justifications are convincing and well aligned with the objective of the Nature Partnership Matching Grant	
	7. Beneficiaries are clearly identified, the contribution to each is meaningful and realistic.	
	8. Women and youth empowerment arrangements are convincing, inspired by the review of women in green business, consistent with the expectations of the Nature Partnership Matching Grant.	
	9. Challenges and risks to implementation are clearly stated and solutions proposed show that they are realistically possible to overcome	
	10. Mentors (and Co-investor) role is clearly described, logical and show good understanding of the respective roles of Mentor and Co-investor.	
	11. Nature Partnership Matching Funds are described in a way that is credible and demonstrate understanding of the Nature Partnership Matching Grant requirements.	
	12. Sustainability (NBA) and profitability (NBB only), financial and technical, are convincingly described with supporting figures, including a realistic business plan and suitable market analysis.	
	13. The budget table is well prepared with realistic choice of items, quantities, unit costs organized in the correct categories, with no calculation mistakes and showing the source of financing.	Yes / No
Evaluation of Section C	The organization of the parties, especially the role of each and how they will collaborate, is consistent with the proposed activities and shows capacity to implement and monitor.	
	The design and approach for planning and monitoring is well described and understood by all parties, including their role and capacity	

	The design and approach for procurement is well described and understood by all parties, including their role and capacity	
	The design and approach for accounting and managing the disbursement process is well described and understood by all parties, including their role and capacity	
	The Application includes a realistic schedule of activity and disbursement that would allow completion within the time frame.	

*KEY: Score: 0 to 4 as follows (Strongly Disagree=0, Disagree=1, Uncertain= 2, Agree=3, Strongly Agree=4).

Environmental & Social Screening

Please use the table below to summarize the potential environmental and social effects of the proposed sub-project:

Possible environmental and social effects	Affected		How will the Sub-project affect this?	What actions are planned to avoid / reduce the effect?	How will this be monitored and by whom?
	Yes	No			
Habitat and wildlife harm in protected area					
Wetland degradation					
Vegetation/Forest degradation					
Disturbance of sites of cultural/historical importance					
Obstruction, siltation, pollution, over extraction of river, canal, lake, or lagoon (if yes, the sub-project may be uneligible: please refer to OP7.50 in PIM Volume 1					
Pollution of surface or ground water for domestic uses (if yes, the sub-project may be ineligible: please refer to OP7.50 in PIM Volume 1					
Killing or disturbing wildlife					
Soil disturbance					
Materials extracted from local sources (water, stones, gravel, timber)					
People's unplanned access to land allocated to other purpose					
Displacement/removal of people					
Unplanned in-migration into the area					
Elite capture or inequitable benefit or participation within communities					
Transparency and good relationship among partners					

Legal / administrative hurdles					
Other effects not listed above					

Description of Evaluation:
(*describe the process of evaluation, desk review, interviews, field visit, due diligence process, meetings, people met, due diligence carried out, verifications, etc. No more than a page font #12, line spacing 1.5)*

Narrative of the Evaluation:
(*analyse the scoring table as well as the safeguard screening sheet and any information obtained through field visits, interview, meeting, due diligence on document to assess the qualification of the proposed NBA or NBB, whether the Applicant, Mentor, Co-investor are eligible, qualify and have the required capacity to implement (if necessary add information on the scope/depth of the due diligence), and how the NBA or NBB design meets all criteria. Try to be as objective as possible. In the scoring sheet, if any score is less than 3, the Application is sent for improvement. No more than a page font #12, line spacing 1.5)*

Recommendation:
(*based on all the information available, either disqualify the proposed NBA or NBB, recommend pipeline entry, or recommend improvement and resubmission. In case of the latter, be as specific as possible and meet with the Applicant and Mentor to explain how they can improve the Pre-application. No more than half a page font #12, line spacing 1.5*)

Name:
Title:
Signature of Evaluator:
Date:

Member of the Evaluation Panel:

NO	NAME	POSITION	INSTITUTION	PHONE NO	EMAIL	SIGNATURE

ANNEX 6. TEMPLATE NATURE PARTNERSHIP MATCHING GRANT AGREEMENT

MINISTRY OF TOURISM

Zambia Green, Resilient Transformational Tourism Development Project

FACT SHEET

Grant number:

Beneficiary Name (*and Beneficiary by Delegation if relevant*):
Physical Address:
Phone & Mobile :
Email:

2. Title of Sub-Project:
-
3. Planned Start Date and expected End Date:
4. Duration:
5. Grant Fund Total Amount:
6. Project Area:

7. Account Details in which Grant Funds will be Disbursed and Expended
Bank Name:
Bank Account Name:
Bank Account Number:
Bank Physical & Postal address:

11. The Fiscal Year of the Beneficiary : 1st January – December 31st :

12. Principal Contact for the Project:
Name:
Designation/Position:
Phone & Mobile:
Email:

13. Principale Contact for the Beneficiary (*and* Beneficiary *by Delegation if relevant*)
Name:
Designation/Position:
Physical Address:
Phone Number:

Email Address:

This Agreement consists of the two pages of this fact sheet and the following:

- Standard terms and conditions
- Annex A-Project Implementation Description and the attachments thereto (including the Performance Framework and Summary Budget).

NATURE PARTNERSHIP Matching Grant Agreement

In accordance with the objectives of the Green, Resilient and Transformational Tourism Development Project ("GREAT-TDP") (the "Project") financed by the World Bank and the terms of the Project Financing Agreement dated July 15, 2023.

The **Ministry of Tourism** (hereinafter referred to as the "**Ministry")** located at …….

and

The **…….** (hereinafter referred to as the "**Beneficiary"**), located at ……

[and

The …...., (hereinafter referred to as the "**Beneficiary-by-Delegation"**) located at ……. which has entered into a Memorandum of Understanding as Mentor with details agreed on the delegation of fiduciary responsibility over the Nature Partnership Matching Grant] *(the part between brackets is in case the CBE has requested the Mentor to undertake fiduciary responsibilities on its behalf)*

Each referred to as a Party and altogether referred to at the Parties.

WHEREAS,

- Pursuant to the Financing Agreement dated July 15, 2023 between the Republic of Zambia (the "Recipient") and the International Development Association (hereinafter referred to as the "Association") ("Financing Agreement"), the Association extended to the Republic of Zambia a Credit upon conditions specified in the Financing Agreement (hereinafter referred to as "Credit") for the purposes of the Green, Resilient and Transformational Tourism Development Project (hereinafter referred to as "Project");
- According to the above mentioned Financing Agreement the Recipient agreed to carry out the subcomponent for "Nature Partnership matching grants for community-based partnerships and technical assistance to MMSEMs" by entering into Nature Partnership Matching Grant Agreements with selected beneficiaries to on-grant part of the proceeds of the Credit to the selected Beneficiaries (hereinafter referred to as "Nature Partnership Matching Grant Agreement") for purpose of the provision of Sub-Grants to the selected Beneficiaries to carry out Sub-projects, all on terms and conditions specified in the Financing Agreement, herein, and the Nature Partnership Matching Grant Manual.

STANDARD TERMS AND CONDITIONS

Article 1. The Sub-project

a) The Sub-Project is described in the approved Nature Partnership Matching Grant Application (the "Application"), dated …….. which constitutes the reference document with the Sub-Project objectives, intended results, planned activities and budget as well as its shareholders and stakeholders.

b) [The Sub-Project is a joint venture between the Beneficiary and …… (the Co-investor), located at …….., who have signed a Memorandum of Agreement on …….] *(this is only for Window 2)*

Article 2. The Nature Partnership Matching Grant

a) The Ministry hereby grants to the Beneficiary an amount not to exceed the amount of ……. (the "Nature Partnership Matching Grant" or "Grant"), which will be made available to the Beneficiary under the terms of this Agreement to contribute to its part of the implementation of the Sub-Project as described in the Application.

Article 3. Counterpart Funds

a) For its part of the implementation of the Sub-Project, the Beneficiary shall contribute ……. in cash, and in kind (e.g., asset and labour) valued at ……

b) [For its part of the implementation of the Sub-Project, the Beneficiary shall cause the Mentor to contribute ……, ……. in cash and in asset and labour valued at ……]

c) For its part of the implementation of the Sub-Project, the Beneficiary shall cause the Co-investor to contribute ……, ……. in cash and in asset and labour valued at …… (if applicable).

Article 4. Budget

a) The Sub-project Budget of $..... is constituted of the Grant funds and the Counterpart funds.

b) The Beneficiary shall implement the Grant in accordance with the Grant Budget attached to Annex ….. of this Agreement.

c) Changes to the Grant Budget shall only be made by mutual agreement and through an amendment of this Agreement.

Article 5. Term

a) The Ministry shall commit the Grant for a period not exceeding [……..(negotiated by Applicant) ……] months, which starts on the day of the first disbursement (hereinafter, the "Term")

b) For that purpose, the Beneficiary shall be deemed to have received the first disbursement seven calendar days after the PIU issues a wire transfer for such disbursement into the Beneficiary 's bank account.

c) Upon initiating the wire transfer, the PIU shall provide notice to the Beneficiary of the Grant start date and end date.

d) The Ministry may extend the Term beyond the end date through an amendment of this Agreement.

Article 6. Project Implementation Unit

a) The Ministry has appointed a Project Implementation Unit (PIU) with function to oversee the implementation of this Agreement.

b) The Beneficiary shall be available to meet with the PIU staff when necessary to discuss plans, share information and communicate on matters related to the sub-project, and shall cooperate with them to accomplish the purpose of this Agreement.

c) The Beneficiary shall provide to the PIU, upon request, a copy of reports and material information relating to the Sub-Project.

Article 7. Representations and Warranties of the Beneficiary

a) The Beneficiary represents and warrants to the Ministry the following as of the effective date of this Agreement:

i) Legal Capacity. The Beneficiary is a legal entity validly existing under the laws of the Republic of Zambia, registered to do business within its borders.

ii) Enforceability. This Agreement has been duly executed and delivered by the Beneficiary and is enforceable to both parties in accordance with its terms.

iii) Necessary Power. The Beneficiary has all the necessary power, authority, and legal capacity to: (i) own its assets (ii) conduct the Grant activities; and (iii) enter into this Agreement and any other agreement mutually agreed with the Ministry, the Mentor and the Co-investor.

iv) Compliance with Laws. The Beneficiary's activities are operated in compliance with the Laws of the Republic of Zambia and other applicable law, including but not limited to international intellectual property law and international trade law. In addition, the Beneficiary has been made aware that laws exist that prohibit the provision of resources and support to individuals and organizations associated with terrorism and that there exist international lists legally identifying individuals and organizations considered to be associated with terrorism. They have also been made aware that no part of the resources attached to the sub-project may be used to promote, produce, trade in or in any way enhance a market for tobacco, alcoholic beverage or any illegal substances.

v) No Claims. There are no claims, investigations or proceedings in progress or pending or threatened against the Beneficiary which, if determined adversely, would have a material adverse effect on the capacity of Beneficiary to implement the Grant.

vi) No Double-funding. The targets results set for the sub-project are made possible by the additional funding provided by the Ministry under this Agreement. The Beneficiary undertakes to assure the Ministry that it is not receiving funding from any other sources that duplicates the funding provided under this Agreement, except where these funds are used openly and in agreement to supplement the portion used to match the Sub-Project financing.

Article 8. Covenants of the Beneficiary

a) The Beneficiary agrees with the Ministry on the following during the sub-project implementation:

i) Authority. The person signing documents related to this Agreement (including any amendments to this Agreement) will have, at the time of such signing, the authority to sign such documents on behalf of the Beneficiary.

ii) Sub-project implementation: carry out its Sub-project: (1) with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental, health and social standards and practices, satisfactory to the Association; (2) in accordance with the Association's Anti-Corruption Guidelines and the relevant environmental and social requirements as set forth in the Project's ESCP, including, when applicable, prepare an environmental management plan in accordance with the ESMF, in form and substance satisfactory to the Association, and to implement said activities in accordance with the relevant environmental management plan.

iii) Notice of Material Events. The Beneficiary shall immediately provide written notice to the Ministry on any claims, investigations or proceedings which, if determined adversely, could reasonably be expected to result in a material adverse effect on the ability of the Beneficiary to implement the sub-project or perform any of the other obligations under this Agreement; this includes, but is not limited to 'natural calamities', mutually agreed and proved to be so by officers of the Law and in relevant cases, the insurance companies, as the case may be.

iv) Conduct of Business. The Beneficiary shall ensure that all its agents shall always undertake to preserve, renew and maintain its legal and business existence and the rights, licenses and permits which may be required to implement Project activities for which they are responsible.

v) Compliance with Law. The Beneficiary shall ensure that each of its agents shall, comply with the Republic of Zambia laws and other applicable laws, including but not limited to intellectual property law, when carrying out Project activities.

vi) Notification of Additional Funding. The Beneficiary shall provide written notice to the Ministry of any additional funding received by the Beneficiary which may require an adjustment to the sub-project in order to meet its obligations under Article 5 (f) of this Agreement.

Article 9. Management of Grant Funds

a) The Beneficiary shall ensure that all Grant funds are prudently managed and shall take all necessary action to ensure that Grant funds are used solely for sub-project purposes and consistent with procurement regulations and the terms of this Agreement.

b) Additionally, the Beneficiary shall use its reasonable efforts to ensure that Grant funds are not used by any of its agents or staff to support or promote illegal activities, violence, to aid terrorists or terrorist-related activity, to conduct money-laundering activities or to fund organizations known to support terrorism or that are involved in money-laundering activities.

c) The PIU, its agents and the Audit functionaries of the government may perform spot checks on the accounts and administration of the Grant funds, as well as the sub-project implementation status and ensure tenets of this Agreement and the Laws of Zambia are adhered to.

Article 10. Disbursement of Grant Funds

a) Disbursements. Notwithstanding the disbursement schedule set out in Annex A to this Agreement, the timing and amount of any disbursements of Grant funds shall be determined by the Ministry at its sole discretion. In particular, the PIU shall not make any disbursement of Grant funds unless:

   i) the Beneficiary has submitted to the PIU a Request for Disbursement, signed by the person or persons authorized by the Beneficiary to do so, in the form, substance and at a time acceptable to the PIU;

   ii) the Beneficiary has fulfilled, in form and substance satisfactory to the PIU, the conditions precedent to such disbursement or special conditions indicated in Annex A, if any;

   iii) the Beneficiary has provided to the PIU the progress reports referred to in Article 15 (b) of this Agreement that were due prior to the date of the Request and such report demonstrates that it has achieved results consistent with the targets for indicators set forth in the Performance Framework(s) attached to Annex A of this Agreement during the periods set forth therein or provided satisfactory reasons for deviation from targets;

   iv) the PIU has determined that funds sufficient to make the disbursement are available in the Project Account for such purpose;

   v) the PIU has determined that all funds disbursed were expended as per the sub-project proposal and approved budget;

   vi) the PIU has verified the information provided in the Disbursement Request.

Article 11. Bank Accounts, Interest and other Project Revenues

a. Bank Account. The Beneficiary shall ensure that:

   i) Grant funds in its possession remain, in a bank account with a bank that is fully compliant with all applicable local and international banking standards and regulations, including capital adequacy requirements;

   ii) At all times, Grant funds are available in cash in the account, so that they may be withdrawn at any time, in full, upon demand; and

   iii) Immediately upon account opening, or upon designating the account, provides to the PIU the list of signatories on this account in the Annex.

b) Interest. No interest-bearing accounts will be entertained for administering project funds. Beneficiary are encouraged to open current/checking accounts.

c) Revenues. For group business activities such as bulking or aggregation centre, revenue for individual deliveries will be shared among members on a pro- rata basis, depending on deliveries to the centre; whereas cooperative business revenue earned by the Beneficiary or its agents or staff from sub-project activities, shall be accounted for and used solely for Sub-Project purposes for the duration of the sub-project. Benefits from the sub-project will accrue to members, or shareholders, through dividends. All revenue must be recorded and accounted for, whether at group or individual firm level.

Article 12. Taxes and Duties

a) Taxes. Beneficiary may obtain a tax exemption certificates from the Minister responsible for Finance. In the absence of tax exemption, the Beneficiary will be liable to pay taxes on procurements of any works, goods or services using Grant funds.

b) Refund of Taxes. If a tax or duty has been levied and paid by the Beneficiary or its agents or staff despite the exemption from such tax or duty, the Ministry may, in its sole discretion, offset the amount of such tax from amounts to be disbursed under this or any other agreement between the Ministry and the Beneficiary.

Article 13. Audits and Records

a) Books and Records of the Beneficiary. The Beneficiary shall ensure that they maintain required accounting books, records, sub-project documents and other evidence relating to this Agreement. This will show, without limitation, all costs incurred, and revenues earned by the Beneficiary for the sub-project and the overall progress toward completion of the sub-project ("Project Books and Records"). The Beneficiary and its agents shall maintain Project Books and Records in accordance with the generally accepted accounting standards in Zambia. Project Books and Records must be kept in the possession of the Beneficiary for at least five years after the date of last disbursement under this Agreement, or for such longer period, if any, required to resolve any claims or audit enquiries, or if required to do so by the Ministry.

b) External Audits. The PIU may organize at its own costs, financial audits of activities, revenues and expenditures conducted by qualified and reputable Auditors.

c) Audit by the Ministry. The Ministry may, on its own or through an agent, perform the audits and/or, conduct a financial review, forensic audit or evaluation, or to take any other actions that it deems necessary to ensure the accountability of the Beneficiary and to monitor compliance by the Beneficiary with the terms of this Agreement. The Beneficiary shall cooperate with the Ministry and its agents in the conduct of such review, audit, evaluation, or other action.

d) Right of Access. The Beneficiary shall permit or ensure authorized representatives of the Ministry, its agents or any other third party authorized by the Ministry and the Association, if the Association shall so request, access at all times to: (i) Project Books and Records or any other documentation related to the Project held by the Beneficiary ; (ii) the premises of the Beneficiary or any of its agents where the Project Books and Records are kept or Project activities are carried out (iii) other sites where Project-related documentation is kept or Project activities are carried out; (iv) all personnel of Beneficiaries of Grant Funds and (v) to visit the facilities where the financed activities are implemented and administered.

e) Availability of records and accounts: The Beneficiary shall make available records and accounts for expenditures incurred and financed with the Nature Partnership Matching Grant, to the Ministry and to the Association, if the Association shall so request.

Article 14. Monitoring and Evaluation

a) The Beneficiary shall monitor and evaluate the progress of the sub-project toward its objective, including the activities implemented by Mentors and Co-investors, in accordance with the monitoring and evaluation plan in the approved Application.

Article 15. Progress Reports

a) The Beneficiary shall provide to the PIU the following reports:

i) Progress Reports: The Beneficiary shall, not later than one month after the end of each quarter, submit a Progress Report describing progress towards sub-project objectives and targets for that period including explaining any variance between planned and actual achievements and between planned and actual expenditures. The Progress Report includes Financial Reports. The Progress Reports may be in the format specified in the Project Implementation Manual or any format approved by the PIU.

ii) Final Report: The Beneficiary shall, not later than two months after the completion date of the sub-project, submit a Final Report describing achievements towards sub-project objectives and targets including explaining any variance between planned and actual achievements and between planned and actual expenditures. The Final Report includes Financial Reports. The Final Reports may be in the format specified in the Project Implementation Manual or any format approved by the PIU.

Use of Reports. The Beneficiary acknowledges and agrees that the Ministry may release in the public domain reports, in whole or in part, that have been submitted by the Beneficiary to the PIU under this Agreement. The Beneficiary also acknowledges and agrees that the Ministry may use, reproduce, modify and/or adapt information and other data contained in such reports for any reason whatsoever. Article 16. Evaluations by the Ministry

a) The Ministry, or any agent it may nominate or appoint, may, using their sole discretion, conduct or commission evaluations of the sub-project, or of specified sub-project activities, implementing structures or other sub-project issues. The Ministry shall specify the terms of reference for any evaluation and an appropriate schedule for conducting it. The Beneficiary shall be required to facilitate the evaluation.

Article 17. Procurement of Works, Goods and Services

a) Policies. Both the Recipient and the Association's procurement policies shall apply. In procuring any works, goods and services, the Beneficiary shall follow the subset of the Recipient's and Association's policies and guidelines described in the Project Implementation Manual.

b) Records. The Beneficiary shall maintain records documenting in detail the receipt and use of work, goods and services acquired with Grant funds, the nature and extent of solicitations of prospective suppliers of works, goods and services acquired by the Beneficiary, and the basis of award of Beneficiary contracts and orders.

c) Title. Title to civil works, goods or other property financed by the Grant ("Project Assets") shall be held by the Beneficiary.

d) Project Purposes. The Beneficiary shall ensure that all goods and services and activities financed with Grant funds are used solely for sub-project purposes.

Article 18. Insurance and Liability for Loss, Theft or Damage

a) Insurance. The Beneficiary shall maintain or cause to be maintained, where available at a reasonable cost, all risk property insurance on sub-project assets and comprehensive general liability insurance with financially sound and reputable

insurance companies. The insurance coverage shall be consistent with that held by similar entities engaged in comparable activities.

b) Responsibility of Loss or Theft. The Beneficiary shall be solely liable for the loss or theft of, or damage to any and all items purchased with Grant funds, and, immediately upon any such loss, theft or damage, shall replace such items at its own expense in compliance with the procurement requirement set forth in Article 18 of this Agreement. In addition, the Beneficiary shall be solely liable for the loss or theft of any and all cash in the possession of the Beneficiary or any of its agents and shall have no recourse to the Ministry for any such loss or theft.

c) In the event of theft or fraud by its members, staff, agents the Beneficiary shall report all such cases to the relevant law enforcement agencies for the purposes of prosecution and restitution.

Article 19. Conflicts of Interest; Anti-Corruption

a) Standards of Conduct. The Beneficiary shall maintain and enforce standards of conduct to govern the performance of persons affiliated (for example members, directors, officers, employees or agents) engaged in the award and administration of contracts, grants, or other benefits using Grant funds to ensure that such persons do not engage in any practice set forth in paragraph (b) below:

b) No corruption. The Beneficiary shall carry out its activities in compliance with the Guidelines on preventing and combating fraud and corruption in projects financed by the Association's credits and grants. To this end, the Beneficiary shall not, and shall ensure that no person affiliated with the Beneficiary:

   i) Participate(s) in the selection, award or administration of a contract, grant or other benefit or transaction funded by the Grant, in which the person, members of the person's immediate family or his or her business partners, or organizations controlled by or substantially involving such person, has or have a financial interest;

   ii) Participate(s) in transaction involving organizations or entities with which or whom that person is negotiating or has any arrangement concerning prospective employment;

   iii) Offer(s), give(s), solicit(s) or receive(s), directly or indirectly, gratuities, favours, gifts or anything else of value to influence the action of any person involved in the procurement process or contract execution;

   iv) Misrepresents or omits facts in order to influence the procurement process or the execution of a contract;

   v) Engage(s) in a scheme or arrangement between two or more bidders, with or without the knowledge of the Beneficiary, designed to establish bid prices at artificial, non-competitive levels; or

   vi) Participate(s) in any other practice that is or could be construed as an illegal or corrupt practice according to the Zambian laws.

c) Disclosure. If the Beneficiary has knowledge or becomes aware of any:

   i) actual, apparent or potential conflict between the financial interests of any person affiliated with the Beneficiary, any agents and that person's duties with respect to the implementation of the Sub-Project; or

ii) Any of the practices listed in paragraph (b) above, the Beneficiary shall immediately disclose the actual, apparent or potential conflict of interest directly to the Ministry and/or relevant law enforcement agencies.

Article 20. Notices and language

a) Any notice, request, document, report, or other communication submitted by either the Ministry or Beneficiary, unless this Agreement expressly provides otherwise, shall be sent to the other party's Authorized Representative.

b) All communications under this Agreement shall be in English.

Article 21. Termination; Suspension; Expiry of the Terms

a) Sole Discretion of Ministry. The Ministry may terminate or suspend this Agreement in whole or in part, for any reason to be determined in its sole discretion, upon giving the Beneficiary written notice. Any portion of this Agreement that is not terminated or suspended shall remain in full force and effect.

b) Procedures upon Termination or the Expiry of the sub-project Term. Upon full or partial termination of this Agreement or the expiry of its Terms, the Beneficiary shall:

i) Return to the Ministry any Grant funds that have not been expended by the Beneficiary as of the date of termination notice or the expiry date of the Terms (as applicable);

ii) Provide to the Ministry a Final Report including an inventory of all assets and receivables purchased with Grant funds;

iii) If so requested by the Ministry, provide a plan for the use of all assets and services referred to in sub-paragraph (ii), above (the "Close-out Plan"), The Close-out Plan shall be subject to the final approval of the Ministry.

Article 22. Refunds

a) Notwithstanding the availability or exercise of any other remedies under this Agreement, the Ministry may require the Beneficiary to refund to the Ministry any disbursement by the Ministry in the currency in which it was disbursed in any of the following circumstances:

i) This Agreement has been terminated or suspended;

ii) There has been a breach by the Beneficiary of any provision of this Agreement;

iii) The Ministry has disbursed an (excess) amount to the Beneficiary in error; or

iv) The Beneficiary has made a material misrepresentation with respect to any matter related to this Agreement.

b) Further, the Ministry shall under this agreement be empowered to recover monies owed to it by the Beneficiaries under this agreement from the disbursements that the Ministry made to the Beneficiary.

Article 23. Limits of Ministry Liability

a) The Ministry shall be responsible only for performing the obligations that are specifically set forth in this Agreement. Except for those obligations, the Ministry shall have no liability to the Beneficiary, any employees or any contractor or sub-contractor thereof or any other person or entity as a result of this Agreement or the

implementation of the sub-project. Any financial or other liability that may arise as a result of the implementation of the sub-project shall be the sole responsibility of the Beneficiary.

b) This Agreement and the Grant shall in no way be construed as creating the relationship of principal and agent, of partnership in law or of joint venture as between the Ministry or the Association and the Beneficiary or any other person involved in the sub-project. The Ministry and the Association assumes no liability for any loss or damage to any person or property arising from the sub-project.

c) The Beneficiary shall not, under any circumstances, represent that it is an agent of the Ministry or the Association, and shall take all reasonable precautions to avoid any perception that such relationship exists.

Article 24. Indemnification

a) The Beneficiary shall defend, indemnify and hold harmless the Ministry and the Association, its directors, officers and employees and any of their agents and contractors from and against (i) any and all losses to the Ministry, the Association, their officers and employees, and (ii) any and all claims, liabilities suits, actions (including charges, disbursements and reasonable fees of counsel), proceedings, damages, expenses and obligations of any kind that may be incurred by the Ministry and the Association or asserted against the Ministry and the Association, their officers and employees, by or on behalf of any person on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omission of the Beneficiary and its agents, employees, sub-sub-grantees, assignees, transferees, delegees or successors, for which the Beneficiary retains responsibility.

Article 25. Modifications or Amendment

a) No modification of this Agreement shall be valid unless done in writing and signed by an authorized representative of the Ministry and an authorized representative of the Beneficiary. Any change to the terms of this Agreement shall be made in an implementation letter signed by the parties to this Agreement.

Article 26. Dissemination of Information

a) The Beneficiary understands that the Ministry reserves the right to freely document, publish or disseminate information derived from the implementation of this sub-project.

Article 27. Non-Waiver of Remedies

a) No delay in exercising any right or remedy under this Agreement shall be construed as a waiver of such right or remedy.

Article 28. Applicable Law

a) The Agreement shall be governed and construed in accordance with Zambian Laws as at present in force.

Article 29 Resolution of Disputes by Mediation and Arbitration

a) Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be resolved first amicably through

mediation and then, if mediation is not successful, through arbitration in accordance with Article 31 of the Laws of Zambia. The Ministry and the Beneficiary agree to be bound by the arbitration award rendered in accordance with such arbitration as the final adjudication of any such dispute, controversy or claim. The appointing authority for arbitrators in such cases shall be the Chief Justice; with a panel of three arbitrators being appointed for each case. The venue of arbitration shall be in Lusaka, Zambia and the language to be used in the arbitration proceedings shall be English.

Article 30. Entire Agreement

a) This Agreement and any annexes and attachments hereto constitute the entire agreement between the Parties and set out all the conditions, understandings and agreements between the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no conditions, understandings or other agreements, oral or written, express, implied or collateral between the Parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement and any attachments hereto.

Article 31. Effective Date

a) This Agreement, prepared in two originals, shall become effective on the date of its signature by both the Beneficiary and the Ministry, acting through their duly authorized Representatives identified in Article 34 of the Agreement.

Article 32. Successors and Assignees

a) This Agreement shall be binding on the successors and assignees of the Beneficiary and shall be deemed to include the Beneficiary's successors and assignees. However, nothing in this Agreement shall permit any assignment without the prior written approval of the Ministry.

Article 33. Survival

a) All covenants, agreements, representations and warranties made by the Beneficiary in this Agreement shall be considered to have been relied upon by the Ministry and shall survive the execution and delivery of this Agreement, regardless of any investigation made by the Ministry or on its behalf and notwithstanding that the Ministry may have had notice or knowledge of any fact or incorrect representation or warranty at time in the Project Term, and shall continue in full force and effect until the sub-project Ending Date.

b) The provisions of Article 7, Article 8, Article 9, Article 13, Article 18, Article 19, Article 22, Article 24, Article 26, Article 28 and Article 29 shall survive and remain in full force and effect regardless of the expiry of the Project Term or the termination of this Agreement.

Article 34. Attestation

Signed by the Authorized Representative of the Beneficiary,

Name: ……. Signature: ……..……..

Designation: …… Date: ……

Signed by the Authorized Representative of the Ministry,

Name: ……..…… Signature: ……

Designation: …… Date: ……

Date Stamp:

ANNEX 7. TEMPLATE PROGRESS / FINAL REPORT

Republic of Zambia

MINISTRY OF TOURISM

Zambia Green, Resilient and Transformational Tourism Development Project

Nature Partnership Matching Grant Beneficiary Progress [Final] Report
This is a form prepared by the grant Beneficiary *submitted to the Project Area Facilitator giving narrative overview of the period achievements*

1.0 INTRODUCTION

The form shall be used as an annual record of performance review by the grant beneficiary /s and shall provide qualitative information that would feed into the overall monitoring and evaluation framework for the project. It is a quick overview of what may have been achieved during the period under review including what may be envisaged in due course.

Sub-Project title: _____ Grant amount (ZMW): _____

Beneficiary: _____

Nature Partnership Matching Grant Agreement number: _____ Start date: _____

Please respond to the following questions, providing a complete answer for each question. Reference any attached documents under the appropriate question/s.

1. Is the grant being used for the purposes intended and allowed, as described in the Nature Partnership Matching Grant Application and Nature Partnership Matching Grant Agreement? Please explain.

_____

2. Describe in detail how much matching has been mobilized by all parties, and in what form, as compared to those described in Nature Partnership Matching Grant Agreement.

3. List and describe in details sub-project activities that have been implemented as described in the Matching Grant Application and Nature Partnership Matching Grant Agreement. Make sure that all sub-project activities are described and not just those funded by the Nature Partnership matching grant.

4. List and describe in detail the results that have been achieved as compared to those described in the Nature Partnership Matching Grant Application. Make sure that the result of all sub-project activities are described and not just those funded by the Nature Partnership matching grant.

5. Are you confident that you will be able to implement all intended activities and obtain all intended result, before the end of the Nature Partnership matching grant agreement?

6. Have any events, intentional or uncontrollable, altered/changed the implementation of the activities under your project? What has been the impact of each alteration (if any,) on the sub-project?

7. Do plans exist for the alteration/changes/improvements of the sub-project? Please explain. What will be the impact of each action/s above on the objective of the sub-project?

---

8. What is your recommendation, if any?

---

9. What is the name/s, telephone number, and email address of the preferred contact for arranging site visits?

Certification:

I, hereby affirm that I am authorized to certify that the information contained in this document and listed attachments and that the above information is true and complete to the best of my knowledge.

BENEFICIARY REPRESENTATIVE:
Name:
Title:
Signature:
Date:

ANNEX 8A: Financial Reporting

Intervention Action	Total Cost (Application) ($ / K)	Actual Cost (end reporting period) ($ / K)	% execution	Comment
Consulting Services				
1.				

…				
Goods / Equipment				
1.				
…				
Civil works				
1.				
…				
Operation costs				
1.				
…				
Administrative costs				
1.				
…				
In kind (estimated value)				
1.				
…				
Total				

ANNEX 8B: Monitoring of indicators

Indicator (sign of achievement of the proposed adaptation activity)	Baseline (Status at start of Sub-project)	Status of the indicator	Target (Status at Sub-project end)

ANNEX 8C: Safeguard Monitoring

Listed environmental and social effects	What actions were taken to avoid / reduce the effect? Were these actions successful?	How do you know?

ANNEX 8D

Add other annexes to the report as necessary. See Fiduciary requirements.