
MEMORANDUM OF UNDERSTANDING

between

WORLD WILDLIFE FUND, INC.

UNITED STATES

and

THE SECRETARIAT OF

THE GLOBAL ENVIRONMENT FACILITY

October 2, 2013

MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING, dated October 2, 2013, between the SECRETARIAT OF THE GLOBAL ENVIRONMENT FACILITY (respectively, “the Secretariat” and “GEF”) and WORLD WILDLIFE FUND, INC. (“WWF”).

WHEREAS, pursuant to paragraphs 20 (f) and 28 of the *Instrument for the Establishment of the Restructured Global Environment Facility* (“the Instrument”), the Council of the GEF (the “Council”) has the authority to approve and periodically review operational modalities for the GEF, including means to facilitate arrangements for project preparation and execution;

WHEREAS, effective May, 2011, pursuant to such authority, and on the basis of document GEF/C.40/09, *Broadening the GEF Partnership under Paragraph 28 of the GEF Instrument (April 26, 2011)*, the Council approved a pilot to broaden its partnerships by approving the policies, procedures, and criteria for accrediting new institutions to serve as GEF Partners for the implementation of GEF projects (“the GEF-5 Pilot on Accrediting GEF Project Agencies”);

WHEREAS, WWF submitted a Stage I application and supporting documentation to be considered for accreditation as a GEF Project Agency, and taking into consideration the Value Added Review of WWF, conducted by the Secretariat, the Council has approved WWF to progress to Stage II of the accreditation process during its 42nd meeting (June 2012) in accordance with the provisions set forth in the document GEF/C.40/09, *Broadening the GEF Partnership under Paragraph 28 of the GEF Instrument (April 26, 2011)*, the document C.39/8/Rev.2, *Accreditation Procedure for GEF Project Agencies* (November 18, 2010), the document C.40/Inf.4 *Draft Procedures Manual for the Accreditation of GEF Project Agencies* (May 9, 2011) and the document GEF/PR/IN.04, *Procedure: Accreditation of GEF Project Agencies* (May 21, 2011), as amended/revised thereof (“the GEF Accreditation Policy and Procedure”).

WHEREAS, WWF submitted a Stage II application and supporting documentation that was assessed by an independent GEF Accreditation Panel (“the Panel”) in accordance with the GEF Accreditation Policy and Procedure and other documents GEF/C.31/6 *Required Minimum Fiduciary Standards for GEF Implementing and Executing Agencies* (May 16, 2007), GEF/C.40/10/Rev.1 *GEF Policies on Environmental and Social Safeguards and Gender Mainstreaming* (May 26, 2011), GEF/C.41/10/Rev.1 *GEF Policy on Agency Minimum Standards on Environmental and Social Safeguards* (November 18, 2011) and GEF/PL/SD/02 *Policy on Gender Mainstreaming* (May 1, 2012). (“GEF Minimum Standards”);

WHEREAS, the Panel, upon review of WWF’s application and supporting documents, has determined that WWF meets all of the GEF’s minimum fiduciary standards and the GEF’s environmental and social safeguards standards, including gender mainstreaming, except for:

- a. Physical and Cultural Resources
- b. Safety of Dams

WHEREAS, the Panel further determined that the following GEF environmental and social safeguards standards are inapplicable to WWF:

- a. Physical and Cultural Resources
- b. Safety of Dams

WHEREAS, the Panel approved WWF on May 31, 2013 to move to Stage III of the accreditation process in accordance with the GEF Accreditation Policy and Procedure and issued its final Panel Assessment Report on June 14, 2013;

WHEREAS, based on the recommendations of this Panel Assessment Report, this Memorandum of Understanding (MoU) with the GEF Secretariat committing WWF to all relevant GEF policies and procedures and taking is now being entered into;

WHEREAS upon signing of this MoU with the GEF Secretariat, WWF is expected to implement, an appropriate staffing plan and to undertake necessary training of its staff, as recommended by the Panel in its FINAL Assessment Report, to ensure proper implementation of GEF policies and procedures;

WHEREAS, at the seventh session of the Conference of the Parties to the UN Framework Convention on Climate Change (“UNFCCC”) held in Marrakesh, from October 29 to November 10, 2001, (COP7) the GEF was requested to operate two trust funds related to the UNFCCC: the Special Climate Change Fund (“SCCF”) and the Least Developed Countries Fund (“LDCF”). At its May 15-17, 2002 meeting, the Council, on the basis of document GEF/C.19/6, (i) approved the arrangements proposed for the establishment of the LDCF AND the SCCF, including applicability of the operational policies and procedures and governance structure of the GEF to the operation of the LDCF and SCCF, and (ii) invited the World Bank to act as trustee of the LDCF and SCCF;

WHEREAS, on February 18, 2011 the Council approved (without meeting) the creation of the Nagoya Protocol Implementation Fund (“NPIF”), a trust fund aiming to support the early entry into force and effective implementation of the Nagoya Protocol on Access to Genetic Resources and the Fair and Equitable Sharing of Benefits Arising from their Utilization (adopted at the tenth meeting of the Conference of the Parties to the Convention on Biological Diversity) and invited the World Bank to act as trustee of the NPIF. At its May 24-26, 2011 meeting, the Council, on the basis of document GEF/C.40/11Rev.1, approved the arrangements proposed for the operation of the NPIF, including applicability of the operational policies and procedures and governance structure of the GEF to the operation of the NPIF;

WHEREAS, In addition to the GEF Trust Fund, the LDCF, the SCCF and the NPIF trust funds, the GEF may operate other trust funds (together with the GEF Trust Fund, the LDCF, the SCCF and the NPIF,, the “Trust Funds”), to which the International Bank for Reconstruction and Development (the “World Bank”) may also act as trustee for the administration, commitment and disbursement of certain resources, and to which the operational policies and procedures and governance structure of the Council may also apply;

NOW, THEREFORE, the Secretariat and WWF agree as follows:

ARTICLE I
Definitions

Section 1.01 Unless the context otherwise requires, the several terms defined in the Preamble to this MOU will have the respective meanings therein set forth and the following additional terms will have the following meanings:

- (a) "Financial Procedures Agreement" ("FPA") means the Financial Procedures Agreement between WWF and the World Bank –acting as Trustee of a Trust Fund to which WWF may have access-- to be executed at a later date, for the administration, commitment and disbursement of GEF Resources;
- (b) "GEF Agency Fee" means the amount given to WWF for implementing a GEF Project consistent with the GEF fee policy;
- (c) "GEF Council" means the Council or the Council of any other trust funds operated by the GEF to which WWF has access, including the Councils for each of LDCF, SCCF and NPIF trust funds;
- (d) "GEF Policies and Procedures" means any operational policies, procedures, and/or decisions adopted by the GEF Council, the Secretariat or the CEO, as may be amended from time-to-time, relevant for WWF's use, fiduciary administration and reporting of GEF Resources and for the preparation, approval and implementation of GEF Projects;
- (e) "GEF Project" means a project, project component(s) or project preparation activity that promotes the achievement of the purposes of the GEF for which funding from the Trust Funds operated by the GEF has been requested by WWF and/or approved by the GEF Council or the CEO;
- (f) "GEF Resources" means resources in US dollars from any Trust Funds to which WWF has access; such GEF Resources may include, without limitation: (i) any Project Preparation Grant ("PPG"); (ii) resources for the implementation of Medium-Sized Projects; and (iii) resources for the implementation of Full-Sized Projects, as such terms are defined or construed under the applicable GEF Policies and Procedures;
- (g) "Project Document" means a document submitted by WWF to the Secretariat seeking approval of an allocation of grant and other funding from GEF resources to WWF from the GEF Council, or the CEO, as appropriate, for GEF projects;
- (h) "Trustee" means the World Bank acting as Trustee of a Trust Fund in accordance with paragraph 8 and Annex B of the Instrument; and
- (i) "WWF Policies and Procedures" means any operational policies, procedures, and/or decisions adopted by WWF, as may be amended from time-to-time, relevant to the use, fiduciary administration and reporting of GEF Resources and for the preparation, approval and implementation of GEF Projects.

ARTICLE II
General Principles

Section 2.01 All provisions of this MOU will be interpreted and carried out in accordance with GEF Policies and Procedures and WWF's Policies and Procedures.

Section 2.02 If any decisions or guidance referred to under section 2.01 are inconsistent with the policies or procedures of the GEF or WWF, the Secretariat and WWF will promptly take all appropriate actions to resolve any such inconsistency.

ARTICLE III
Relationship with the GEF Council and Commitment to GEF Policies and Procedures

Section 3.01 WWF will be accountable to the GEF Council for its activities financed with GEF Resources, including the preparation and cost-effectiveness of GEF Projects, in accordance with this MOU, and applicable GEF Policies and Procedures.

Section 3.02 The Secretariat will provide guidance and cooperate with WWF to facilitate WWF's compliance with GEF Policies and Procedures, within the framework of WWF's Policies and Procedures.

ARTICLE IV
Administration of GEF Resources

Section 4.01 From time to time, WWF will submit proposals to the Secretariat seeking GEF Resources for GEF Projects. Such proposals will be consistent with GEF Policies and Procedures applicable for the type of project and the GEF Resources requested will be for an amount no greater than (a) any individual project ceiling of GEF Resources and (b) any total project limit, both (a) and (b) recommended by the Secretariat and approved by the Council in accordance with paragraphs 39-41 of the document GEF/C.40/09, *Broadening the GEF Partnership under Paragraph 28 of the GEF Instrument*.

Section 4.02 The proposals submitted by WWF to the Secretariat will be reviewed by the Secretariat and forwarded to the GEF Council or the CEO, as appropriate, for approval. Any proposal approved by the GEF Council, will be submitted after being prepared as a final project proposal by WWF to the CEO for endorsement before final project approval by WWF. The final GEF Resources amount to be provided to WWF for each GEF Project will be the amount specified in the GEF Project approved or endorsed, as appropriate, by the CEO.

Section 4.03 As per GEF/C.41/10/Rev.1 *GEF Policy on Agency Minimum Standards on Environmental and Social Safeguards*, the inapplicability of the GEF's environmental and social safeguards standard on Physical and Cultural Resources to WWF implies that WWF will not be able to propose or receive GEF Resources for any investment projects. Similarly, the inapplicability of the GEF's environmental and social safeguards standard on Safety of Dams to WWF implies that WWF will not be able to propose or receive GEF Resources for any projects that design and construct new dams and rehabilitate existing dams or projects financing agriculture or water resource management infrastructure, that are highly dependent on the performance of dams or that potentially affect their performance.

ARTICLE V
GEF Agency Fees

Section 5.01 WWF shall receive a fee for project cycle management services in respect of each GEF Project approved by the GEF Council or CEO. Such fee shall become payable in full upon approval of the project proposal for the GEF Project in respect of which such fee is provided, or at such time as may be provided for under the applicable GEF Policies and Procedures or the applicable Financial Procedures Agreement.

Article VI
Financial Procedures Agreements

Section 6.01 GEF Resources approved by the GEF Council or the CEO will be subject to the terms and conditions of the applicable Financial Procedures Agreement. No GEF Resources, including the GEF Agency Fee, will be transferred unless and until an effective Financial Procedures Agreement for the relevant Trust Fund has been entered into between WWF and the Trustee.

Section 6.02 In the event of any conflicting provisions between this MOU and any Financial Procedures Agreement, the latter will prevail.

ARTICLE VII
GEF Activities

Section 7.01 WWF will be solely responsible for:

- (a) Ensuring that the documentation (including but not limited to the Project Documents) submitted by WWF to the Secretariat for review and/or approval meets the GEF requirements;
- (b) Ensuring that the development, preparation, implementation, monitoring and evaluation of the activities financed with GEF Resources are consistent with GEF Policies and Procedures,;
- (c) Preparing WWF's Project Documents for consideration by the Secretariat and approval by the GEF Council or the CEO, as appropriate;
- (d) Supervising activities performed under approved Project Documents;
- (e) Reporting to the Secretariat in accordance with Article VIII hereof; and
- (f) Informing the Secretariat in writing of any conditions WWF believes may interfere with the performance of its obligations under this MOU or the implementation of any activities due to be performed under any Project Document.

Section 7.02 WWF may request the Secretariat's guidance and cooperation, as contemplated in Section 3.02 above, to assist WWF in the discharge of its responsibilities under Section 7.01 hereto.

ARTICLE VIII
Standard of Care

Section 8.01 WWF will be solely responsible for the administration of GEF funds made available to it and will carry out such administration in accordance with WWF's applicable regulations and rules, standard practices and procedures taking into account the provisions of this MOU and the relevant Project Document approved by the relevant Council or the CEO, as appropriate. WWF will exercise the same care in the discharge of its functions, as described in this MOU, as it exercises with respect to the administration and management of WWF's own resources.

Section 8.02 WWF will take all appropriate measures to ensure that GEF Resources are used for the purposes for which they were provided, as set out in the pertinent Project Document. WWF will be accountable to the relevant GEF Council for: (i) all activities funded by the GEF Resources, including their preparation and cost-effectiveness, and (ii) the implementation of the operational policies, strategies and decisions of the relevant GEF Council with respect to such activities.

ARTICLE IX
Records and Reporting

Section 9.01 WWF will provide the Secretariat with copy of the annual financial statements for the Trust Funds (individually or combined) as provided to the Trustee in accordance with the applicable FPA, as soon as they are available. In addition, the WWF will provide the Secretariat with the following reports:

- (a) annual reports on status of the GEF Project in WWF's portfolio;
- (b) after the close of each GEF project, a final financial statement for the GEF Project as provided to the Trustee in accordance with the applicable FPA as soon as they are available; and
- (c) such other reports, including reports on disbursement, procurement of goods and services for activities financed by the GEF Resources, as may reasonably be requested by the Secretariat from time to time.

ARTICLE X
Visibility

Section 10.01 GEF Projects will include information and communication related activities to identify the support of the Trust Funds for GEF Projects, and to communicate to the public the results of GEF Projects consistent with relevant GEF Policies and Procedures, including the GEF Communication and Visibility Guidelines.

ARTICLE XI
Consultation

Section 11.01 WWF and the Secretariat will consult and share information with each other from time to time and at the request of either party on matters arising out of this MOU.

ARTICLE XII
Communications

Section 12.01 All communications concerning this MOU will be made to the relevant person at the address, telephone number or electronic mail address, from time to time designated by that party to the other for that purpose. The address, telephone number and electronic mail address so designated are set out below.

(a) For WWF:

World Wildlife Fund, Inc.
1250 24th Street, NW
Washington, D.C. 20037
U.S.A.

Attention: Mr. David Reed
Senior Vice President, Policy

Telephone: (202) 293-4800
Fax: (202) 293-9211
Electronic mail: david.reed@wwfus.org

With a copy to:

Attention: General Counsel's Office
Telephone: (202) 293-4800

(b) For the Secretariat:

Global Environment Facility
1818 H Street, N.W.
Washington, D.C. 20015
USA

Attention: Chief Executive Officer
Telephone: (202) 473 1075
Fax: (202) 522 3240/3245
Electronic mail: nishii@thegef.org; secretariat@thegef.org

ARTICLE XIII
Amendment

Section 13.01 This MOU may be amended at any time by the written agreement of WWF and the Secretariat.

ARTICLE XIV
Termination

Section 14.01 This MOU may be terminated by WWF or the Secretariat with sixty (60) days prior written notice. In the event that WWF's access to GEF Resources is terminated or suspended for any reason by the GEF Council, this MOU will automatically cease to have effect during such suspension, or termination, as the case may be, as of the date of the Council's decision for suspension or termination.

Section 14.02 Notwithstanding the paragraph above, if there are outstanding activities under this MOU, including GEF Projects under which WWF has entered into commitments with third parties, at the time of suspension or termination of this MOU, the provisions of this MOU will continue to apply to any such outstanding activities until such activities have been fully completed.

ARTICLE XV
Miscellaneous

Section 15.01 The Secretariat and WWF agree that this MOU will be publicly disclosed by the Secretariat and/or WWF. Such disclosure will be made in accordance with their respective disclosure policies at the time of disclosure.

Section 15.02 Notwithstanding the paragraph above, the Secretariat and WWF will not publicly disclose the information that either Party has provided as a result of this MOU and has explicitly indicated in writing and marked as confidential except having obtained the other Party's prior consent.

ARTICLE XVI
Dispute resolution

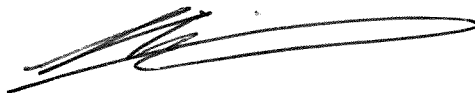
Section 16.01 If any dispute arising out of or relating to this MOU cannot be settled by agreement of the parties, the CEO will inform the GEF Council and seek the GEF Council's advice with respect to a resolution. The CEO will invite WWF to participate in any relevant GEF Council meeting at which the resolution of any such dispute will be discussed.

ARTICLE XVII
Effectiveness

Section 17.01 This MOU will come into force and effect upon on the date
aforementioned on the first page of this MOU, and will supersede and replace the Memorandum
of Understanding between WWF and the Secretariat, dated January 10, 2013.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed
this MOU with effect from the date aforementioned on the first page of this MOU.

**SECRETARIAT OF THE GLOBAL
ENVIRONMENT FACILITY**



Naoko Ishii
CEO/Chairman

WORLD WILDLIFE FUND, INC.



Carter S. Roberts
President and CEO