
Readiness and Preparatory Support Framework Agreement

**with the Food and Agricultural Organization
of the United Nations**

11 November 2016, amended and restated on 17 May 2018



**GREEN
CLIMATE
FUND**



GREEN
CLIMATE
FUND

FRAMEWORK GRANT AGREEMENT
AMENDED AND RESTATED VERSION

**AMENDED AND RESTATED
AGREEMENT IN RESPECT OF THE
FRAMEWORK READINESS AND
PREPARATORY SUPPORT GRANT
AGREEMENT**

BETWEEN

THE GREEN CLIMATE FUND

AND

**THE FOOD AND AGRICULTURE ORGANIZATION
OF THE UNITED NATIONS**

This AGREEMENT is made and entered into on this 17th day of May 2018,

BETWEEN

THE FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS, a specialized agency of the United Nations established by the FAO Constitution, an international agreement under public international law, with headquarters located at Viale Terme di Caracalla, Rome 00153, Italy ("FAO"); and

The GREEN CLIMATE FUND, designated as an operating entity of the financial mechanism under Article 11 of the United Nations Framework Convention on Climate Change and established pursuant to the Governing Instrument (as defined below) possessing juridical personality in order to operate effectively internationally, having such legal capacity as is necessary for the exercise of its functions and the protection of its interests and having its headquarters at Songdo, Incheon, Republic of Korea (the "Fund"),

(each, a "Party", and collectively referred to as the "Parties").

WHEREAS

- (A) The Parties have entered into a Framework Readiness and Preparatory Support Grant Agreement (the "Framework Agreement") dated 11 November 2016; and
- (B) The Parties now wish to amend and restate the Framework Agreement as follows.

NOW THEREFORE the Parties hereto agree as follows:

ARTICLE I Definitions

Section 1.01. Wherever used in this Agreement, terms defined in the Framework Agreement shall have the respective meanings therein set forth unless modified herein or the context requires otherwise.

ARTICLE II Amended and restated Framework Agreement

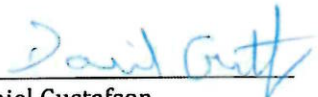
Section 2.01. The Parties agree to amend and restate the Framework Agreement as set out in Schedule 1.

ARTICLE III Miscellaneous

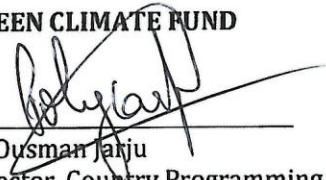
Section 4.01. The provisions of Clause 21, Clause 25 and Clause 27 of the Framework Agreement shall apply to this Agreement, *mutatis mutandis*, as if set out in full herein.

IN WITNESS WHEREOF the Parties hereto acting through their representatives thereunto duly authorized, have caused this Agreement to be signed in their respective names as of the day and year first above written and to be delivered at the principal office of the Fund.

THE FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS

By 
Daniel Gustafson
Deputy Director-General (Programmes) and Officer-in-Charge, Technical Cooperation
Department
Date 14 MAY 2018

GREEN CLIMATE FUND

for By 
Pa Ousman Jarju
Director, Country Programming
Date 17 May 2018

**Schedule 1: Amended and Restated Framework Readiness and
Preparatory Support Grant Agreement**



GREEN
CLIMATE
FUND

FRAMEWORK GRANT AGREEMENT
AMENDED AND RESTATED VERSION

**AMENDED AND RESTATED
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This FRAMEWORK READINESS AND PREPARATORY SUPPORT GRANT AGREEMENT (the "Framework Agreement") is entered into on 17 May 2018 between:

THE GREEN CLIMATE FUND, designated as an operating entity of the financial mechanism under Article 11 of the United Nations Framework Convention on Climate Change and established pursuant to the Governing Instrument (as defined below) possessing juridical personality in order to operate effectively internationally, having such legal capacity as is necessary for the exercise of its functions and the protection of its interests and having its headquarters at Songdo, Incheon, Republic of Korea ("GCF" or the "Fund"); and

THE FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS ("FAO"), a specialized agency of the United Nations established by the FAO Constitution, an international agreement under public international law, with headquarters located at Viale Terme di Caracalla, Rome 00153, Italy, ("Delivery Partner"),

each, a "Party" and, together, the "Parties".

WHEREAS:

- (A) NDAs may apply to the Fund for Readiness and Preparatory Support pursuant to paragraph 40 of the Governing Instrument and Decision B.08/11 of the Fund's Board;
- (B) The Delivery Partner may be nominated by countries to assist with the implementation of Readiness and Preparatory Support; and
- (C) The Fund has agreed to make available financial resources to the Delivery Partner in order for the Delivery Partner to deliver such Readiness and Preparatory Support in accordance with the terms of this Framework Agreement.

THE PARTIES HEREBY AGREE AS FOLLOWS:

Clause 1 Definitions and Interpretation

1.01 Definitions

Wherever used in this Framework Agreement, the following terms have the meaning opposite them:

- (a) "Accredited Entity" means an entity accredited by the Board pursuant to paragraph 45 of the Governing Instrument and relevant decisions of the Board;
- (b) "Approved R&P Support Proposal" means an R&P Support Proposal approved by the Fund together with the Detailed Budget;
- (c) "Beneficiary" means, in relation to an Approved R&P Support Proposal, the NDA or entity on whose behalf the relevant Readiness and Preparatory Support will be implemented;
- (d) "Board" means the board of the Fund;
- (e) "Confidential Information" means information, however recorded or preserved, disclosed by either Party to the other, relating to the requested Readiness and Preparatory Support, which is described and/or marked as "confidential" at the time of disclosure;
- (f) "Delivery Partner Authorized Representative" shall have the meaning ascribed thereto in Section 22.01;

- (g) **"Detailed Budget"** means the detailed budget agreed between the Fund and the Delivery Partner for the implementation of the relevant R&P Support Proposal, which budget will include a line item for the fees (administrative and otherwise) payable by the Fund to the Delivery Partner in connection with the implementation of the relevant Approved R&P Support Proposal;
- (h) **"Effective Date"** means the date of which the Fund confirms that the conditions set out in Section 2.02 have been satisfied in full;
- (i) **"Eligible Expenditures"** means, in relation to each Approved R&P Support Proposal, payments for Goods or Services required for the Readiness and Preparatory Support as set forth in the Detailed Budget, provided that (i) such Goods and Services have been procured in accordance with the provisions of this Framework Agreement; and (ii) such expenditures were incurred prior to the completion of the relevant Approved R&P Support Proposal;
- (j) **"Environmental and Social Safeguards"** means the principles and requirements set forth in Annex III of Decision B.07/02 of the Fund's Board interim environmental and social safeguards of the Fund;
- (k) **"Expert" or "Experts"** means an expert or experts providing services to the Fund under contractual arrangements with the Fund and/or any Independent Unit of the Fund;
- (l) **"Fund Authorized Representative"** shall have the meaning ascribed thereto in Section 22.01;
- (m) **"Goods"** means goods, equipment and materials to be financed out of the proceeds of a Grant, including related services such as transportation, insurance, installation, commissioning, training, and initial maintenance, but excluding Services;
- (n) **"Governing Bodies of the Delivery Partner"** means the Conference, Council and Finance Committee of FAO and any internal oversight bodies and such other organs of FAO that possess the authority to pass decisions of general applicability under the the legal framework of the Delivery Partner with respect to that Delivery Partner;
- (o) **"Governing Instrument"** means the instrument entitled 'Governing Instrument for the Green Climate Fund', that was approved by the conference of the parties to the United Nations Framework Convention on Climate Change at its seventeenth session on 11 December 2011 and is annexed to decision 3/CP.17;
- (p) **"Grant"** means, in respect of an Approved R&P Support Proposal, the grant approved by the Fund for the implementation by or through the Delivery Partner of the relevant Readiness and Preparatory Support;
- (q) **"Host Country"** means the country in respect of which an Approved R&P Support Proposal will be, or has been, implemented;
- (r) **"Independent Units"** means the independent evaluation unit, the independent integrity unit and the independent redress mechanism of the Fund;
- (s) **"Information Disclosure Policy"** means the information disclosure policy of the Fund adopted by Decision B.12/35, as amended from time to time, and any successor document thereto;
- (t) **"NDA"** means a National Designated Authority referred to in paragraph 46 of the Governing Instrument for the Green Climate Fund or a focal point referred to in Decision B.04/05, paragraph (c);

- (u) **"Portfolio Report"** has the meaning ascribed thereto in Section 9.02;
- (v) **"Prohibited Practice"** means any of the following:
 - (i) the offering, giving, receiving, or soliciting, directly or indirectly, anything of value (including but not limited to gifts, gratuities, favors, invitations, and benefits of any kind) to influence improperly the actions of another party (**"Corrupt Practice"**);
 - (ii) any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit, or to avoid an obligation (**"Fraudulent Practice"**);
 - (iii) the 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 (**"Coercive Practice"**);
 - (iv) an arrangement between two or more parties designed to achieve an improper purpose, including to improperly influence the actions of another party (**"Collusive Practice"**);
 - (v) includes (A) deliberately destroying, falsifying, altering, or concealing evidence material to an investigation; (B) making false statements to investigators in order to materially impede an investigation; (C) other than pursuant to Clause 28, failing to comply with requests to provide information, documents or records in connection with a Fund investigation; (D) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (E) other than pursuant to Clause 28, materially impeding the Fund's contractual rights of audit or access to information (**"Obstructive Practice"**);
 - (vi) theft, misappropriation, waste or improper use of property or assets related to Fund-related Activity, either committed intentionally or through reckless disregard (**"Theft"**);
 - (vii) any detrimental act, direct or indirect, recommended, threatened or taken against a whistleblower or witness, or person associated with a whistleblower or witness, in a manner material to a complaint because of the report or cooperation with a Fund investigation by the whistleblower or witness;
 - (viii) any of: (A) the conversion or transfer of property, knowing that such property is the proceeds of crime, for the purpose of concealing or disguising the illicit origin of the property or of helping any person who is involved in the commission of the crime to evade the legal consequences of his or her action; (B) the concealment or disguise of the true nature, source, location, disposition, movement or ownership of or rights with respect to property, knowing that such property is the proceeds of crime; or (C) the acquisition, possession or use of property knowing at the time of its receipt that it is derived from a criminal offence (**"Money Laundering"**); and
 - (ix) the act of, directly or indirectly, providing or collecting funds with the intention that they should be used or in the knowledge that they are to be used, in full or in part, to support individuals or entities associated with terrorism as identified on the list maintained by the United Nations Security Council Committee established pursuant to resolution 1267

(1999), which list can be accessed via https://www.un.org/sc/suborg/en/sanctions/1267/aq_sanctions_list ("**Terrorist Financing**");

- (w) "**Readiness and Preparatory Support**" means resources for readiness and preparatory activities and technical assistance as defined in paragraph 40 of the Governing Instrument, such as the Fund's readiness programme, the project preparation facility and such other similar programmes as the Board may approve from time to time;
- (x) "**R&P Support Proposal**" has the meaning given to it in Section 3.03;
- (y) "**Request for Disbursement**" means the document referred to in Section 4.01 and containing and accompanied by the information set out in Section 4.03;
- (z) "**Services**" means the services to be financed out of the proceeds of a Grant;
- (aa) "**Staff**" means the Executive Director and all the staff of the Secretariat of the Fund and the Independent Units, including the staff of any subsidiary body or facility established by the Fund, irrespective of their nationality, with the exception of the persons recruited locally and assigned to hourly rates of pay; and
- (bb) "**USD**", "**US\$**" and "**\$**" mean the lawful currency of the United States of America.

1.02 Interpretation

- (a) This Framework Agreement includes all annexes to this Framework Agreement.
- (b) Except where the context otherwise requires, references in this Framework Agreement to Clauses or Sections or Annexes are to clauses or sections or annexes of this Framework Agreement.
- (c) The headings of the Clauses and Sections are inserted for convenience of reference only.
- (d) References to the singular may include plural and vice versa.
- (e) References to any gender includes any other gender.
- (f) For the avoidance of doubt, the Fund's representatives include the staff of the Independent Units.

Clause 2 Roles; Effective Date; Term of Framework Agreement

2.01 Roles

The Fund hereby requests the Delivery Partner, and the Delivery Partner hereby agrees, to act as the Beneficiary's delivery partner, if nominated to that role by the relevant Beneficiary, for the delivery of specific Readiness and Preparatory Support in accordance with the provisions of this Framework Agreement.

2.02 Effective Date

- (a) Unless otherwise specified in writing by the Fund, this Framework Agreement shall not become effective until the following evidence, in form and substance satisfactory to the Fund, has been provided by the Delivery Partner:
 - (i) an executed copy of this Framework Agreement; and
 - (ii) either:
 - (A) a legal opinion, issued by a reputable and nationally recognized law firm; or

- (B) a certificate as to the rules and regulations of the Delivery Partner in a form that is satisfactory to the Fund, which has been signed by the most senior legal officer of the Delivery Partner,

certifying that the Framework Agreement entered into by the Delivery Partner has been duly authorized or ratified by all necessary corporate actions, duly executed and delivered on behalf of the Delivery Partner, and is legally binding upon the Delivery Partner in accordance with its terms.

- (b) Notwithstanding the foregoing, this Section 2.02, Section 3.09, Clause 8, Clause 13, Clause 14, Clause 15, Clause 17, Clause 19, Clause 20, Clause 21, Clause 22, Clause 23, Clause 24, Clause 25, Clause 26 and Clause 28 shall be effective as from the date of this Framework Agreement.

2.03 Termination for Failure to Become Effective

If this Framework Agreement has not come into force and effect within three (3) months of the date of this Framework Agreement, all obligations of the parties hereunder shall terminate, unless the Fund, after consideration of the reasons for the delay, shall establish a later date for the purposes of this Section, which date shall be promptly notified to the Delivery Partner. If this Framework Agreement is terminated pursuant to this Section, any disbursement of a Grant made by the Fund hereunder shall be returned to the Fund within thirty (30) days of the date of termination.

2.04 Term of Framework Agreement

Without prejudice to:

- (a) the right of either Party to terminate this Framework Agreement in accordance with its terms; and
- (b) the provisions in this Framework Agreement which either expressly or by their nature will survive termination or expiry hereof

this Framework Agreement shall be valid and effective from the Effective Date and shall terminate upon the mutual agreement of the Parties.

Clause 3 Approval of Grants

3.01 The Parties acknowledge that, in accordance with decisions of the Board:

- (a) certain entities, including NDAs, may apply to the Fund for Readiness and Preparatory Support;
- (b) such Readiness and Preparatory Support may be applied for by:
 - (i) the NDA; or
 - (ii) for certain activities, by an Accredited Entity (such as the Delivery Partner), provided that the relevant NDA has provided a related no-objection letter (together with the NDA, an "Applicant"); and
- (c) where the NDA has applied to the Fund for Readiness and Preparatory Support, it may nominate a third party to implement the relevant Readiness and Preparatory Support on its behalf.

3.02 This Framework Agreement applies if:

- (a) an NDA has nominated the Delivery Partner as its delivery partner when applying for Readiness and Preparatory Support; or
- (b) an NDA has requested the Delivery Partner to apply for certain Readiness and Preparatory Support which will ultimately benefit the NDA, provided the Delivery

Partner is entitled to apply for the same in accordance with relevant decisions of the Board,

unless the Parties agree that the legal arrangements for any particular application for Readiness and Preparatory Support, if approved by the Fund, should be addressed through other means.

- 3.03 An application for Readiness and Preparatory Support to which this Framework Agreement applies (the “**R&P Support Proposal**”) will, amongst other things:
- (a) identify the ultimate Beneficiary of the Readiness and Preparatory Support requested;
 - (b) detail the activities for which it is seeking Readiness and Preparatory Support;
 - (c) set out the amount of the Grant requested for the purposes of implementing the relevant Readiness and Preparatory Support;
 - (d) where the R&P Support Proposal is submitted by an NDA, indicate whether it wishes for such Readiness and Preparatory Support to be delivered through the Delivery Partner; and
 - (e) where the R&P Support Proposal is submitted, in accordance with relevant Board decisions, by the Delivery Partner, be accompanied by a no-objection letter from the relevant NDA.
- 3.04 The Fund shall consider each R&P Support Proposal submitted to it in accordance with the foregoing provisions. Where an NDA has indicated that it has nominated the Delivery Partner as the delivery partner for the relevant Readiness and Preparatory Support, the Fund shall be entitled to ask the Delivery Partner to confirm, through its Authorized Representative, that it has agreed to act as a delivery partner for the same.
- 3.05 The Fund may, prior to its approval, request changes to an R&P Support Proposal submitted to it. Such requests shall be considered by the relevant Applicant in good faith, acting in consultation with the NDA, Beneficiary and Delivery Partner, as appropriate. Any changes to the originally submitted R&P Support Proposal shall be agreed to by the Fund, the relevant NDA and the Delivery Partner.
- 3.06 Prior to approval of any R&P Support Proposal, the Fund and the Delivery Partner shall agree a Detailed Budget for the implementation of the relevant Readiness and Preparatory Support.
- 3.07 If the Fund approves an R&P Support Proposal, as may be amended pursuant to Section 3.05, the Fund shall promptly notify the Applicant, the Beneficiary, if different, and the Delivery Partner shall be entitled to request disbursements of the relevant Grant in accordance with Clause 4, which Grant Proceeds shall be used for the implementation of the Readiness and Preparatory Support detailed in the relevant Approved R&P Support Proposal.
- 3.08 For the avoidance of doubt, the signing of this Framework Agreement by the Parties shall not give rise to any obligation on the Fund to approve any R&P Support Proposal and is without prejudice to the Delivery Partner’s other engagements with the Fund.
- 3.09 On the Effective Date, any application for Readiness and Preparatory Support which has been approved by the Fund but whose related legal arrangements between the Fund and the Delivery Partner have not been concluded shall be deemed to be an Approved R&P Support Proposal under this Framework Agreement unless, prior to that date, either Party notifies the other Party that it does not wish to include such R&P Support Proposal under this Framework Agreement.

Clause 4 Disbursement of Grants

4.01 The Delivery Partner shall be entitled to submit its first Request for Disbursement at any time following the Effective Date. Such Request for Disbursement may be in respect of the Approved R&P Support Proposals referred to in Section 3.09 and/or any Approved R&P Support Proposal approved by the Fund between the Effective Date and the date of the first Request for Disbursement.

4.02 Thereafter, the Delivery Partner shall be entitled to submit two Requests for Disbursement each year. Each such Request for Disbursement must be submitted to the Fund within thirty (30) days of receipt by the Fund of the Portfolio Report referred to in Section 9.02. In addition, to the extent that the Fund approves additional Readiness Support Proposals:

- (a) after the Request for Disbursement referred to in Section 4.01, but before the first subsequent Request for Disbursement envisaged by this Section 4.02; or
- (b) between the dates on which the Delivery Partner is entitled to submit a Request for Disbursement pursuant to the foregoing provisions of this Section 4.02,

the Delivery Partner shall, in respect of each such additional Approved Readiness Support Proposal, be entitled to submit a separate request for disbursement ("**Interim Request for Disbursement**") within thirty (30) days of the date of the relevant approval by the Fund. Such Interim Requests for Disbursement shall contain the information referred to in Section 4.03.

4.03 Each Request for Disbursement and, if applicable, each Interim Request for Disbursement, shall:

- (a) set out the amount of the disbursement requested under each Grant, together with the aggregate amount of such individual disbursement amounts, which aggregate amount shall, when taken in aggregate with all previous disbursements made by the Fund under this Framework Agreement, not exceed the aggregate of all Grants to be provided by the Fund to the Delivery Partner under all Approved R&P Support Proposals;
- (b) set out the date on which such disbursement should be paid, which date shall be no earlier than the date which is thirty days from the date of the Request for Disbursement or Interim Request for Disbursement;
- (c) set out the details of the bank account into which the disbursement shall be paid;
- (d) be signed by the Delivery Partner Authorized Representative;
- (e) be in a form and substance agreed between the Parties;
- (f) be accompanied by a letter signed by the Delivery Partner's Authorized Representative certifying that, based on the projected and documented needs of the Delivery Partner and the relevant Approved R&P Support Proposals, the Delivery Partner expects the amount of the disbursement requested to become due and payable by the Delivery Partner within seven months of the date of disbursement in connection with the Approved R&P Support Proposals which it is responsible for implementing, save that in the case of the first Request for Disbursement and each Interim Request for Disbursement, the relevant period shall start on the date of such first Request for Disbursement and end on the expected date of the next Request for Disbursement; and
- (g) be accompanied by such other evidence in support of the Request for Disbursement or Interim Request for Disbursement as the Fund may reasonably request.

- 4.04 Following receipt of a duly completed Request for Disbursement or Interim Request for Disbursement, the letter referred to in Section 4.03(f) and any other evidence requested by the Fund pursuant to Section 4.03(g), the Fund shall disburse the amount requested to the Delivery Partner by electronic bank transfer on or prior to the date set out in the Request for Disbursement or Interim Request for Disbursement.
- 4.05 The Delivery Partner shall maintain separate records and ledger accounts in respect of the Fund's Grant proceeds and disbursements made therefrom.

Clause 5 Use of Grant Proceeds by the Delivery Partner

- 5.01 The Delivery Partner shall ensure that the proceeds of each Grant (and any part thereof) disbursed to it by the Fund are allocated and applied in accordance with the related Request for Disbursement or Interim Request for Disbursement, this Framework Agreement and the related Approved R&P Support Proposal.
- 5.02 In particular, in respect of each Grant, the Delivery Partner shall:
- (a) apply the proceeds of such Grant for the financing of Eligible Expenditures in respect of Goods and Services required to implement the related Approved R&P Support Proposal;
 - (b) ensure that such Grant proceeds are used for their intended purposes in accordance with the generally accepted principles of economy, efficiency, transparency and accountability;
 - (c) cause the related Readiness and Preparatory Support to be carried out in conformity with sound administrative, technical, financial, business and development practices; and
 - (d) ensure that the related Readiness and Preparatory Support is carried in accordance with this Framework Agreement and the related Approved R&P Support Proposal.
- 5.03 For the avoidance of doubt, the Delivery Partner shall not be entitled to use the proceeds of a specific Grant to finance Eligible Expenditures related to a different Grant without the Fund's prior written consent. Where such consent is obtained and the proceeds of a specific Grant are used to finance Eligible Expenditures related to a different Grant, the amounts disbursed in respect of the related Approved R&P Support Proposals shall be adjusted accordingly.
- 5.04 The Fund shall not be responsible for the activities of any person or third-party engaged by or acting on behalf of the Delivery Partner as a result of this Framework Agreement, nor shall the Fund be liable for any costs incurred by the Delivery Partner in terminating the engagement of any such person unless such engagement is being terminated as a result of the Delivery Partner exercising its rights under Section 13.03.

Clause 6 Implementation

- 6.01 **Support.** The Delivery Partner shall ensure that the funds, facilities, services and other resources required for the implementation of an Approved R&P Support Proposal (including from the Beneficiary), in addition to the proceeds of the Grant, are provided promptly as needed.
- 6.02 **Cooperation.** The Fund and the Delivery Partner shall cooperate fully to ensure that the purposes of each Grant are accomplished. To that end, the Fund and the Delivery Partner shall, in respect of each Approved R&P Support Proposal, during the implementation of such Approved R&P Support Proposal and for a period of five (5) years thereafter, from time to time, at the request of either one of them, exchange views with regard to any

matters relating to the implementation of such Approved R&P Support Proposal, the purposes of the related Grant, and the performance of their respective obligations under this Framework Agreement.

6.03 **Visits.** The Delivery Partner shall, in relation to each Approved R&P Support Proposal, throughout its implementation and for a period of five (5) years thereafter:

- (a) take all measures required on its part to enable the Fund's representatives to visit any part of the relevant Host Country's territory for purposes connected to the relevant Grant; and
- (b) enable the Fund's representatives to examine the Goods financed out of the proceeds of such Grant, and any documents relevant to the performance of its obligations under this Framework Agreement.

Any such missions shall be planned in a collaborative manner, with procedural matters agreed upon by the Fund and the Delivery Partner in advance keeping in mind the effective and efficient implementation of the Approved R&P Support Proposal. The Fund shall not be entitled to request the Delivery Partner's assistance in planning a mission related to a particular Approved R&P Support Proposal more than once a year. The Delivery Partner shall not be required to join any such mission. However, if it elects to join such mission, the Fund and the Delivery Partner shall bear their own costs in relation to such missions, in accordance with the specific agreements to be entered into by the Parties.

6.04 **Insurance.** The Delivery Partner shall ensure that adequate provision is made for the insurance of any Goods required for the implementation of an Approved R&P Support Proposal and to be financed out of the proceeds of the relevant Grant, against hazards in accordance with prudent industry practice. To the extent that the Delivery Partner is required to take out specific insurance in order to comply with this clause, the cost of such insurance shall be clearly identified in the Detailed Budget for each relevant R&P Support Proposal. Any indemnity for such insurance shall be payable in a freely usable currency and used to replace or repair such Goods.

6.05 **Use of Goods and Services; Maintenance of Facilities.** The Delivery Partner shall ensure that:

- (a) all Goods and Services financed out of the proceeds of a Grant are used exclusively for the purposes of the implementation of the related Approved R&P Support Proposal in accordance with prudent industry practice, and all relevant facilities are at all times properly operated and maintained; and
- (b) whenever applicable, the Delivery Partner shall cause competent and qualified consultants and contractors, acceptable to the Delivery Partner, to be employed to an extent and upon terms and conditions satisfactory to the Delivery Partner.

6.06 **Documents; Records.** The Delivery Partner shall ensure that, in relation to each Approved R&P Support Proposal:

- (a) any and all documents related thereto are promptly furnished to the Fund upon its request, in such detail as the Fund may reasonably request;
- (b) records are maintained:
 - (i) to record the progress of the implementation of such Approved R&P Support Proposal (including its cost and the benefits to be derived from it);
 - (ii) to identify the Goods and Services financed out of the proceeds of the relevant Grant; and
 - (iii) to disclose the use of such Goods and Services for the purposes of such

Approved R&P Support Proposal;

- (c) the records referred to in paragraph (b) above are furnished to the Fund promptly upon its request;
 - (d) all records evidencing expenditures in connection with such Approved R&P Support Proposal are retained until at least five (5) years after the completion of such Approved R&P Support Proposal, or such longer period, if any, required to resolve any claims or audit inquiries, or if required to do so by the Fund; and
 - (e) the representatives of the Fund are able to examine all records referred to above in paragraphs (b) to (d), and are provided all such information concerning such records as they may from time to time reasonably request.
- 6.07 **Use of Reports.** The Delivery Partner acknowledges and agrees that the Fund may release into the public domain any non-confidential report or statement, in whole or in part, that has been submitted by the Delivery Partner to the Fund under this Framework Agreement. The Delivery Partner also acknowledges and agrees that the Fund may use, reproduce, modify and/or adapt information and other data contained in such reports for any reason whatsoever, provided that any modified or adapted information or data shall not be attributable to the Delivery Partner.
- 6.08 **Audit by the Fund.** Where the Fund has reason for concern that the Fund's proceeds for the Readiness and Preparatory Support activities may not have been used in accordance with this Framework Agreement, the Fund may ask the Delivery Partner to provide it with information concerning the use of funds in respect of the relevant Approved R&P Support Proposal. If after reviewing any such information provided by the Delivery Partner, the Fund, acting reasonably, continues to have a concern as to the manner in which the Fund's proceeds have been used, the Fund may request the Delivery Partner to take necessary corrective measures to address this concern. This could include, subject to agreement by the Parties, an audit of the relevant Approved R&P Support Proposal by the Delivery Partner's internal auditors that is performed based on terms established in consultation with the Fund. The Fund will fully communicate its reasons for such a request to the Delivery Partner, which shall be reasonable and appropriate to protect the interest of the Fund. The costs of such audit will be borne by the Delivery Partner if it is mutually agreed by the Delivery Partner and the Fund that the concern of the Fund is found to be substantially correct by the auditor, or by the Fund in all other cases.

Clause 7 Procurement Policies and Processes

- 7.01 **General Principles.** The procurement of Goods and Services for Approved Readiness Support Proposals, whether by the Delivery Partner or by a third party, shall be done in accordance with the rules, policies and procedures of the Delivery Partner.
- 7.02 **Information regarding processes.** The Fund may, at any time and in its sole discretion, request information concerning the processes undertaken by the Delivery Partner and/or the Beneficiary (if applicable) in the procurement of Goods and/or Services in connection with an Approved R&P Support Proposal, and the Delivery Partner shall cooperate, and shall make its best efforts to ensure that the Beneficiary shall cooperate, with the Fund in the providing such information and documentation as may be requested by the Fund.
- 7.03 **Disposable of Goods.** If, in relation to an Approved R&P Support Proposal, a part of a related Grant is used to purchase any durable assets or equipment used to implement the Approved R&P Support Proposal (such as vehicles or office equipment), upon completion of the Approved R&P Support Proposal or its termination in accordance with this Framework Agreement, the Delivery Partner shall take such steps in relation to such assets or equipment which it reasonably deems in the best interest of the sustainability of the activities initiated pursuant to the Approved R&P Support Proposal, taking into

consideration the objectives of the Fund and the terms of the agreement between the Delivery Partner and the relevant Host Country relating to the Approved R&P Support Proposal.

Clause 8 Prohibited Practices

- 8.01 Consistent with its relevant regulations, rules and policies, the Delivery Partner shall:
- (a) have in place policies and regulations prohibiting, and contain safeguards against, Prohibited Practices on the part of its directors, officers, employees, agents, contractors or any entity responsible for implementing any part of the approved R&P Support Proposal, and ensure that appropriate and timely measures are taken to prevent, detect, investigate and respond to allegations of Prohibited Practices;
 - (b) promptly inform the Fund of any credible allegations of Prohibited Practices relating to each Approved R&P Support Proposal;
 - (c) respond to, mitigate, and to the extent possible, remedy Prohibited Practices that are found to have occurred in connection with an Approved R&P Support Proposal, including by exerting best efforts to recover amounts which have been used as a result of a Prohibited Practice; and
 - (d) provide bi-annual reports to the Fund of the outcome of any investigation performed by the Delivery Partner into an allegation of Prohibited Practices relating to an Approved R&P Support Proposal.
- 8.02 Consistent with its relevant regulations, rules and policies, the Delivery Partner shall, and shall make best efforts to ensure that the Beneficiary shall, reasonably cooperate with the Fund's Independent Integrity Unit and provide the Independent Integrity Unit with reasonable assistance in carrying out its functions, including promoting cooperation between the Independent Integrity Unit and the corresponding body or unit of the Delivery Partner.

Clause 9 Monitoring, Evaluation and Reporting

- 9.01 The Delivery Partner shall, in relation to each Approved R&P Support Proposal:
- (a) ensure the maintenance of policies and procedures adequate to enable it to monitor and evaluate on an ongoing basis, in accordance with indicators acceptable to the Fund, the progress of the implementation of such Approved R&P Support Proposal and the achievement of its objectives, targets or milestones; and
 - (b) provide, or cause to be provided, to the Fund such information or reports on the progress of the implementation of such Approved R&P Support Proposal and the achievement of its objectives, targets or milestones at such time as the Fund may reasonably request.
- 9.02 In addition to any additional reporting requirements set out in an Approved R&P Support Proposal, if any, within 30 days of (i) 30 June, in respect of the period from 1 January to 30 June, and (ii) 31 December, in respect of the period from 1 July and 31 December, of each year, the Delivery Partner shall submit to the Fund a report in a form and substance to be agreed between the Parties (a "Portfolio Report") detailing, amongst other things:
- (a) the progress towards implementing each Approved R&P Support Proposal;
 - (b) the amount of each Grant drawn down by the Delivery Partner under this Framework Agreement; and
 - (c) any material issues arising in the implementation of any of the Approved R&P

Support Proposals.

- 9.03 The Delivery Partner shall afford the Fund a reasonable opportunity to exchange views with the Delivery Partner and, if applicable, the Beneficiary on each Portfolio Report and shall take account of, with a view to addressing, any comments raised by the the Fund in connection with such Portfolio Report.

Clause 10 Financial Management; Financial Statements

- 10.01 The Delivery Partner shall maintain a financial management system to track the receipt of Grant proceeds from the Fund and expenses incurred by the Delivery Partner in connection with the implementation of the Approved R&P Support Proposals. Such system shall ensure that Grant proceeds and their expenses are accounted for separately from the Delivery Partner's general operations.

- 10.02 The Delivery Partner shall furnish to the Fund:

- (a) a preliminary financial report for each of the Approved R&P Support Proposals based on the unaudited financial statements of the Delivery Partner, no later than three (3) months after the end of Delivery Partner's financial year; and
- (b) a certified annual financial report for each of the Approved R&P Support Proposals based on the audited financial statements of the Delivery Partner, no later than six (6) months after the end of Delivery Partner's financial year,

which reports shall be independently certified by the controller of the Delivery Partner, and:

- (i) separately identify the Grant proceeds received by the Delivery Partner and spent by it in connection with the implementation of all Approved R&P Support Proposals;
 - (ii) be in English; and
 - (iii) be prepared in accordance with internationally recognized accounting standards consistently applied and acceptable to the Fund; and
- (c) such other reports related to the Grants disbursed to the Delivery Partner concerning the Approved R&P Support Proposals, as the Fund may reasonably request from time to time. A request under this provision shall establish a reasonable deadline for submission, following consultation with the Delivery Partner where possible.

- 10.03 For the avoidance of doubt, the Delivery Partner's accounting of the implementation of the Approved R&P Support Proposals shall be in USD.

- 10.04 Section 10.02 shall survive termination or expiry of this Framework Agreement.

Clause 11 Representations and Warranties; Covenants

- 11.01 The Delivery Partner represents and warrants to the Fund the following as of the date of this Framework Agreement, the Effective Date, the date of approval of an Approved R&P Support Proposal and the date of each disbursement of each Grant:

- (a) the Delivery Partner is a legal entity validly existing under public international law;
- (b) the Delivery Partner has the authority and legal capacity to undertake the activities envisaged in the relevant Approved Readiness Support Proposal and that such Approved Readiness Support Proposal, once approved by the Fund, creates obligations for the Delivery Partner which are legally binding and enforceable against it;

- (c) the Delivery Partner's activities are operated in compliance with all applicable laws, including but not limited to environmental and intellectual property laws, if and to the extent that any such laws may be applicable to it; and
 - (d) there are no claims, investigations or proceedings in progress or pending or threatened against the Delivery Partner which, if determined adversely, would have a material adverse effect on the capacity of the Delivery Partner to perform its obligations under and in connection with this Framework Agreement.
- 11.02 The Delivery Partner further represents and warrants to the Fund, in relation to each Approved R&P Support Proposal, on the date of the approval of the same and the date of each disbursement in connection therewith, that the objectives, targets, indicators or milestones set for the relevant Readiness and Preparatory Support are made possible by the funding provided by the Fund hereunder and that the Delivery Partner is not receiving funding from any other source that duplicates the funding provided or to be provided under the relevant Grant.
- 11.03 The Delivery Partner covenants and agrees with the Fund the following:
- (a) in implementing each Approved R&P Support Proposal, the Delivery Partner shall ensure that there are no adverse environmental and/or social risks and/or impacts within the meaning of the Environmental and Social Safeguards. If, during the course of implementation, such risks and/or impacts arise, the Delivery Partner shall inform the Fund promptly, and comply forthwith with the requirements set forth in the Environmental and Social Safeguards or specified by the Fund;
 - (b) the Delivery Partner shall immediately provide written notice to the Fund of 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 Delivery Partner or the Beneficiary to implement the Readiness and Preparatory Support or perform any of their other obligations under this Framework Agreement; and
 - (c) Without prejudice to its privileges and immunities, the Delivery Partner shall comply, and shall make best efforts to ensure that the Beneficiary shall comply, with all applicable laws.

Clause 12 Cancellation; Refund

- 12.01 ***Cancellation by the Delivery Partner.*** The Delivery Partner, after having obtained the written approval of the Beneficiary, may, by notice to the Fund, cancel any undisbursed amount of a Grant.
- 12.02 ***Cancellation by the Fund.*** The Fund may, by notice to the Delivery Partner, cancel the right of the Delivery Partner to seek disbursements with respect to an undisbursed amount of a Grant if any of the following events occurs:
- (a) the Delivery Partner fails to perform any of its obligations related to an Approved R&P Support Proposal, and such failure has not been remedied within sixty (60) days;
 - (b) as a result of events which have occurred after the approval of the relevant Approved R&P Support Proposal, a situation has arisen which makes it improbable that the Approved R&P Support Proposal can be implemented or that the Delivery Partner will be able to perform its obligations related to such Approved R&P Support Proposal;
 - (c) the Fund determines, after consultation with the Delivery Partner, that an amount

of such Grant will not be required to finance the Readiness and Preparatory Support as set out in the relevant Approved R&P Support Proposal;

- (d) at any time, the Fund determines, following consultation with the Delivery Partner, that the procurement of any contract to be financed out of the proceeds of such Grant is inconsistent with the provisions, policies and processes set forth or referred to in this Framework Agreement;
- (e) at any time, the Fund determines, following notification to the Delivery Partner, with respect to any amount of the proceeds of such Grant, that Prohibited Practices were engaged in by representatives of the Delivery Partner, the relevant Beneficiary or any other recipient of the proceeds of such Grant, without the Delivery Partner, the relevant Beneficiary or other recipient of the proceeds of such Grant having taken timely and appropriate action satisfactory to the Fund to address such practices when they occur;
- (f) the Fund has declared the Delivery Partner or the relevant Beneficiary ineligible to receive proceeds of any financing made by the Fund or otherwise to participate in the preparation or implementation of any project or program activity financed in whole or in part by the Fund, as a result of a determination by the Fund that the Delivery Partner or the relevant Beneficiary (or any of their directors, officers, employees or agents) has engaged in a Prohibited Practice in connection with the use of the proceeds of any financing made by the Fund; and
- (g) any of the following has occurred:
 - (i) any action has been taken for the dissolution, disestablishment or suspension of operations of the Delivery Partner or the relevant Beneficiary; or
 - (ii) the Delivery Partner or the relevant Beneficiary has ceased to exist in the same legal form as that prevailing as of the date of the approval of the relevant Approved R&P Support Proposal,

and except as the Fund may otherwise determine, amounts of a Grant cancelled by the Fund hereunder shall not be subsequently made available to the Delivery Partner in connection with the relevant Approved R&P Support Proposal.

12.03 **Consequences of Cancellation.** If the Fund cancels any part of a Grant on any of the grounds set out in Section 12.02, the Fund shall be entitled to a refund or restitution of the relevant Grant disbursed by the Fund to the extent such Grant:

- (a) is unused, after paying any outstanding commitments and liabilities incurred in accordance with the related Approved R&P Support Proposal prior to the notice of cancellation; or
- (b) has been improperly used by the Delivery Partner or a third party, it being agreed that the repayment obligation of the Delivery Partner hereunder shall be limited to amounts which have actually been recovered by the Delivery Partner from the relevant third party having exercised all best efforts, without prejudice to or requiring the waiver of its privileges and immunities.

12.04 **Effectiveness of Provisions After Cancellation.** Notwithstanding any cancellation, all the provisions of this Framework Agreement shall continue in full force and effect except as specifically provided in this Clause.

Clause 13 Termination

- 13.01 **Termination of the Framework Agreement.** Without prejudice to any other termination rights which may arise under this Framework Agreement, either Party shall be entitled to terminate this Framework Agreement, on thirty days written notice, if:
- (a) the other Party has failed to perform any of its material obligations under this Framework Agreement; or
 - (b) the other Party has consistently failed to perform any of its other obligations under this Framework Agreement,
- and such failure has not been remedied within thirty (30) days of notice from the non-defaulting Party.
- 13.02 The Fund shall be entitled to terminate, immediately upon serving written notice to the Delivery Partner, this Framework Agreement if any of the events specified in Sections 12.02(d) to 12.02(g) occurs in relation to the Delivery Partner.
- 13.03 **Termination of an Approved R&P Support Proposal.** Without prejudice to any other termination rights which may arise under this Framework Agreement, either Party shall be entitled to terminate an Approved R&P Support Proposal, on thirty days written notice, if:
- (a) the other Party has failed to perform any of its material obligations under or in connection with such Approved R&P Support Proposal and/or this Framework Agreement (to the extent the relevant obligation is directly related to such Approved R&P Support Proposal); or
 - (b) the other Party has consistently failed to perform any of its other obligations under or in connection with such Approved R&P Support Proposal and/or this Framework Agreement (to the extent the relevant obligation is directly related to such Approved R&P Support Proposal),
- and such failure has not been remedied within thirty (30) days of notice from the non-defaulting Party.
- 13.04 The Fund shall be entitled to terminate, immediately upon serving written notice to the Delivery Partner, any Approved R&P Support Proposal if any of the events specified in Sections 12.02(d) to 12.02(g) occurs in relation to the Delivery Partner or if any of the events specified in 12.02(e) to 12.02(g) occurs in relation to the Beneficiary.
- 13.05 **Consequences of Termination.** Without prejudice to any other provision in this Framework Agreement or any relevant Approved R&P Support Proposal:
- (a) in the event of a termination of this Framework Agreement, the Fund shall:
 - (i) if it wishes and in consultation with the Delivery Partner, elect to continue disbursements in respect of one or more specific Approved R&P Support Proposals either for a limited period of time or until such Approved R&P Support Proposals have been fully implemented notwithstanding termination of this Framework Agreement;
 - (ii) cease any and all further disbursements hereunder in connection with any other Approved R&P Support Proposals; and
 - (iii) notify all Beneficiaries of such termination; and
 - (b) in the event of a termination of an Approved R&P Support Proposal, the Fund shall cease any and all further disbursements hereunder in connection with such Approved R&P Support Proposal, notify the relevant Beneficiary of such termination,

provided that, in either case, the Fund shall satisfy any outstanding commitments and liabilities in connection with this Framework Agreement or the Approved R&P Support Proposal, as appropriate, prior to the notice of termination.

- 13.06 Notwithstanding the foregoing, where this Framework Agreement or a specific Approved R&P Support Proposal has been terminated, the Delivery Partner shall where the relevant Grant has been improperly used, seek a refund or restitution of such Grants and refund or reimburse such amounts to the Fund, it being agreed that the repayment obligation of the Delivery Partner hereunder shall be limited to such amounts which have actually been recovered by the Delivery Partner having exercised all best efforts, without prejudice to or requiring the waiver of its privileges and immunities and further provided that all liabilities properly incurred by the Delivery Partner prior to the date of termination have first been satisfied.
- 13.07 Without prejudice to Section 13.06, if, following termination of this Framework Agreement or a specific Approved R&P Support Proposal, the Fund is required or elects to cease any further disbursement with respect to an Approved R&P Support Proposal in circumstances where a portion of the relevant Grant has been disbursed to the Delivery Partner pursuant to Section 4.04 but not yet applied towards Eligible Expenditures ("**Unused Proceeds**"), the Delivery Partner shall:
- (a) where this Framework Agreement is being terminated, promptly refund to the Fund all Unused Proceeds relating to each Approved R&P Support Proposal whose disbursements have been ceased; or
 - (b) where a specific Approved R&P Support Proposal is being terminated, at the election of the Fund, either:
 - (i) promptly refund to the Fund all Unused Proceeds relating to such Approved R&P Support Proposal after satisfying any outstanding commitments and liabilities in connection with this Framework Agreement or the Approved R&P Support Proposal, as appropriate, prior to notice of termination; or
 - (ii) if applicable, allocate such Unused Proceeds to other Approved R&P Support Proposals to the extent that their related Grants have not been disbursed by the Fund in full, with such allocation being deemed to be a disbursement of the relevant Grant.
- 13.08 Nothing in this Clause 13 shall be deemed to (a) be a surrender or waiver by the Fund of any rights, claim or demand it may have against the Delivery Partner arising from termination of this Framework Agreement or the relevant Approved R&P Support Proposal; or (b) affirm the terminated Framework Agreement or Approved R&P Support Proposal.
- 13.09 Sections 13.05 to 13.08 shall survive termination or expiry of this Framework Agreement and/or the related Approved R&P Support Proposal.

Clause 14 Conflicts of Interest

- 14.01 The Delivery Partner undertakes to take all the necessary measures, in accordance with its rules, policies and procedures, aimed at preventing and managing the risk of conflicts of interest which could affect the impartial and objective performance of the Framework Agreement and/or any Approved R&P Support Proposal.
- 14.02 Any situation constituting or likely to give rise to a conflict of interest during the implementation of this Framework Agreement and/or any specific Approved R&P Support Proposal shall be promptly brought to the attention of the Fund in writing. The Delivery Partner undertakes to take whatever steps are necessary, in accordance with its

rules, policies and procedures, to rectify such a situation without delay.

- 14.03 The Fund shall be entitled to confirm whether the measures implemented by the Delivery Partner are appropriate and may require that the Delivery Partner take such additional measures, within a certain period of time, as the Fund deems necessary to avoid a conflict of interest, consistent with the Delivery Partner's rules, policies and procedures.

Clause 15 Confidentiality

- 15.01 The Parties undertake that no Party shall at any time disclose to any person any Confidential Information except as permitted by Section 15.02.
- 15.02 Each Party may disclose the other Party's Confidential Information to its employees, officers, representatives, consultants or advisers, and in the case of the Fund, its Board members, alternate Board members and their advisers, who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with this Framework Agreement. Each Party shall ensure that its employees, officers, representatives, consultants or advisers to whom it discloses the other Party's confidential information comply with this Clause 15 and the Fund shall ensure that its Board members, alternate Board members or their advisors shall also comply with this Clause 15, provided, however, that the Delivery Partner acknowledges and agrees that Board members, alternate Board members and their advisers may provide Confidential Information to the governments of the countries in their respective constituencies in the course of their official duties for their respective home country pursuant to and in accordance with the policy on ethics and conflicts of interest for the Fund's Board, as may be amended from time to time.
- 15.03 The provisions of this Clause 15 shall not apply to any information, including Confidential Information, that:
- (a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving Party or its representatives in breach of this Clause 15);
 - (b) was available to the receiving Party on a non-confidential basis before disclosure by the disclosing Party;
 - (c) was, is or becomes available to the receiving Party on a non-confidential basis from a person who, to the receiving Party's knowledge, is not bound by a confidentiality agreement with the disclosing Party or otherwise prohibited from disclosing the information to the receiving Party;
 - (d) the receiving Party is required to produce by any court, governmental or regulatory body or pursuant to any law, legal process, regulation, or governmental order, decree or rule, or which is necessary or desirable for the receiving Party to disclose in connection with any proceeding in any court or tribunal or before any regulatory authority in order to preserve its rights, provided that the receiving Party provides prior written notice to the disclosing Party of its intention to do so and in such case gives the disclosing Party the ability to assert its privileges and immunities to prevent or protect the disclosure of such information;
 - (e) the Parties agree in writing is not confidential or may be disclosed; or
 - (f) is developed by or for the receiving Party independently of the information disclosed by the disclosing Party.
- 15.04 Neither Party shall use the other Party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement, without obtaining the prior written consent of the other Party.

- 15.05 Pursuant to the Information Disclosure Policy and subject to the disclosure policy of the Delivery Partner, each Party may make publicly available certain information which is not marked confidential and may update such information periodically as required by the Information Disclosure Policy.
- 15.06 The obligations of confidentiality contained in this Clause 15 shall continue for a period of two years from the date of disclosure. If requested by the disclosing Party, the receiving Party shall return to the disclosing Party all Confidential Information in written form or destroy or (to the extent technically practicable) permanently erase all Confidential Information provided to the receiving Party in written or electronic form save to the extent that Confidential Information which the receiving Party is required to retain by applicable law, rule or regulation, or if such information is contained in any computer records or files which have been created pursuant to the receiving Party's automatic archiving and back-up procedures, in which case, the Confidential Information retained shall continue to be kept confidential in accordance with the terms of this Clause 15 in which case the provision on expiration of the confidentiality obligation shall not apply.

Clause 16 Intellectual Property

- 16.01 The Delivery Partner shall ensure that all Goods and Services procured (including without limitation all computer hardware, software and systems, whether separately procured or incorporated within other Goods and Services procured) do not violate or infringe any industrial property or intellectual property right or claim of any third party.
- 16.02 The Delivery Partner shall ensure that all contracts for the procurement of Goods and Services contain appropriate representations, warranties and, if appropriate, indemnities from the contractor or supplier with respect to the matters referred to in Section 16.01 hereinabove.
- 16.03 The Delivery Partner shall ensure that all Fund-financed contracts contain appropriate representations, warranties and, if appropriate, indemnities from the consultants to ensure that the Services provided do not violate or infringe any industrial property or intellectual property right or claim of any third party.

Clause 17 Use of Logos or Trademarks

- 17.01 The Delivery Partner shall not use the name, abbreviation, logo or any trademarks of the Fund unless the Fund has provided prior consent in writing to such use. The Fund shall not use the name, abbreviation, logo or any trademark of the Delivery Partner unless the Delivery Partner has provided prior consent in writing.

Clause 18 Trustee

- 18.01 **The Trustee.** The Fund and the International Bank for Reconstruction and Development (the "World Bank") have entered into an agreement by which the World Bank has agreed to establish the "Green Climate Fund Trust Fund" (the "Trust Fund") and to serve as interim trustee of the Trust Fund (the "Trustee"). Grants made available to the Delivery Partner may be disbursed from the Trust Fund. All of the obligations of the Fund under this Agreement are obligations of the Fund and the World Bank has no personal liability for the obligations of the Fund under this Agreement.

Clause 19 Liability

- 19.01 **Limitation of Liability.** The Parties will be responsible only for performing the obligations that are specifically set forth in this Framework Agreement and any Approved R&P Support Proposal. Except for those obligations, a Party (including in the case of the

Fund, Board members, alternate Board members, the Executive Director, Staff and Experts) will have no liability to the other Party, any of its directors, officers, employees, agents or contractors or any other person or entity as a result of this Framework Agreement, or the implementation of the Approved R&P Support Proposal, and moreover, will not be liable for lost profits or consequential or punitive damages.

- 19.02 This Framework Agreement and each 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 Fund and the Delivery Partner or any other person involved in the implementation of the Approved R&P Support Proposal. The Fund assumes no liability for any loss or damage to any person or property arising from the implementation of the Approved R&P Support Proposal. The Delivery Partner shall not, and shall ensure that the Beneficiary does not, under any circumstances, represent that it is an agent of the Fund, and shall take all reasonable precautions to avoid any perception that such relationship exists.

Clause 20 Claims

- 20.01 The Delivery Partner shall provide assistance to the Fund to the best of its abilities and without prejudice to its privileges and immunities, in the Fund's handling of any claims arising out of, or in relation to this Framework Agreement or the implementation of Approved R&P Support Proposals which may be brought by third parties against the Fund, Board members, the Executive Director, Staff or Experts. Unless the claim by a third party is caused by a breach by the Delivery Partner of this Framework Agreement or an Approved R&P Support Proposal on account of, resulting from, or arising out of (or which may be claimed to arise out of) the acts or omissions of the Delivery Partner, the Beneficiary or any of their directors, staff, agents or consultants, the Fund shall reimburse to the Delivery Partner costs subject to a pre-agreed budget, incurred by the Delivery Partner in providing assistance to the Fund under this Clause.

Clause 21 Modification or Amendment

- 21.01 No modification of this Framework Agreement or any Approved R&P Support Proposal shall be valid unless in writing and signed by the Fund Authorized Representative and the Delivery Partner Authorized Representative.

Clause 22 Authorized Representative; Notices

- 22.01 Any action required or permitted to be taken, and any documents required or permitted to be executed, under this Framework Agreement shall:
- (a) on behalf of the Delivery Partner, be taken or executed by the person as may be authorized and notified in writing to the Fund (the "**Delivery Partner Authorized Representative**"); and
 - (b) on behalf of the Fund, be taken or executed by the Director of Country Programming (or such other person as may be authorized by her or him and notified in writing by her or him to the Delivery Partner) ("**Fund Authorized Representative**").
- 22.02 Any notice, request, document, report or other communication required or permitted to be given or made under this Framework Agreement, and any other agreement between the Fund and the Delivery Partner contemplated by this Framework Agreement, shall be in writing, and, shall, unless an Approved R&P Support Proposal expressly provides otherwise, be delivered by hand, registered airmail, facsimile or email to the Party to which it is required or permitted to be given or made to the following addresses:

For the Delivery Partner:

Daniel Gustafson
Deputy Director-General (Programmes) and Officer-in-Charge,
Technical Cooperation Department
Viale delle Terme di Caracalla,
Rome 00153, Italy
Tel: +39 06 570 56320
Email: TC-ADG@fao.org

For the Fund

Director of Country Programming
Green Climate Fund
175, Art Center-daero
Yeonsu-gu, Incheon 22004 Republic of Korea
Tel: +82 32 458 6010
Email: countries@gcfund.org

Clause 23 Privileges and Immunities

- 23.01 The Delivery Partner acknowledges the request by the Board to the Secretariat to develop for its consideration and approval a template bilateral agreement that would provide privileges and immunities in countries in which the Fund operates for the Fund and its operations, members of the Board, consultants, and other persons affiliated with the Fund, as well as its staff.

Clause 24 Non-waiver of Privileges and Immunities

- 24.01 **Non-waiver.** The Parties acknowledge and accept that they are accorded certain privileges, immunities, and exemptions as are necessary for the fulfilment of their purposes, and that their staff and experts (including the Staff and experts of the Fund) similarly enjoy such privileges, immunities, and exemptions as are necessary for the independent exercise of their official functions. Nothing in or related to this Framework Agreement may be construed as a waiver, express or implied, of the privileges, immunities and exemptions accorded to the Fund and the Delivery Partner under the Governing Instrument for the Green Climate Fund and the Agreement between the Republic of Korea and the Green Climate Fund concerning the Headquarters of the Green Climate Fund, (with respect to the Fund); the Convention on the Privileges and Immunities of the Specialized Agencies (1947) applicable to the Delivery Partner; and under international law, including international customary law, any international conventions, treaties or agreements, or any other applicable laws or agreements.
- 24.02 In respect of any proceedings pursuant to Clause 25, the Fund and the Delivery Partner consent generally to the giving of any relief and honouring of any judgement or award rendered thereunder.

Clause 25 Enforceability and Arbitration

- 25.01 **Enforceability.** The rights and obligations of the Parties under this Framework Agreement shall be valid and enforceable in accordance with its terms, notwithstanding the law of any state or political subdivision thereof to the contrary, insofar such law could apply in view of the privileges and immunities of the Parties.

- 25.02 **Arbitration.** The Parties will attempt in good faith to resolve any dispute, controversy or claim arising out of or in relation to this Framework Agreement through negotiations between a duly authorized senior representative of each of the Parties with authority to settle the relevant dispute. If the dispute, controversy or claim cannot be settled amicably within sixty (60) days from the date on which either Party has served written notice on the other of the dispute, then Section 25.03 shall apply.
- 25.03 Any dispute, controversy or claim arising out of or relating to this Framework Agreement, or the breach, termination or invalidity thereof, that is not resolved through the negotiation pursuant to Section 25.02, shall be settled by arbitration in accordance with the Permanent Court of Arbitration, Arbitration Rules 2012 (as may be revised and for the time being in force), and:
- (a) the appointing authority shall be the Secretary-General of the PCA;
 - (b) the number of arbitrators shall be three;
 - (c) the place of arbitration shall be Seoul, Republic of Korea;
 - (d) the language to be used in the arbitral proceedings shall be English;
 - (e) the arbitration decision shall be final and binding on the Parties and there shall be no appeal; and
 - (f) the arbitration panel shall not award punitive damages.
- 25.04 For the purposes of resolving any disputes between the Parties, the arbitral tribunal shall apply public international law, including:
- (a) any relevant treaty obligations that are binding reciprocally on the Parties;
 - (b) the provisions of any international conventions and treaties (whether or not binding directly as such on the Parties) generally recognized as having codified or ripened into binding rules of customary law applicable to states and international institutions, as appropriate;
 - (c) other forms of international custom, including the practice of states and international institutions of such generality, consistency and duration as to create legal obligations; and
 - (d) applicable general principles of law.

Clause 26 Waiver

- 26.01 No delay in exercising, or omission to exercise, any right, power or remedy accruing to any Party under this Framework Agreement upon any default shall impair any such right, power or remedy or be construed to be a waiver thereof or an acquiescence in such default. No action of such Party in respect of any default, or any acquiescence by it in any default, shall affect or impair any right, power or remedy of such Party in respect of any other or subsequent default.

Clause 27 Counterparts

- 27.01 This Framework Agreement may be executed in several counterparts, each of which shall be an original.

Clause 28 Justification for Limitation of Rights or Obligations

- 28.01 Subject to Clause 8, in the event that the Delivery Partner is not in a position to meet, in part or in full, any right or obligation under this Framework Agreement because of a

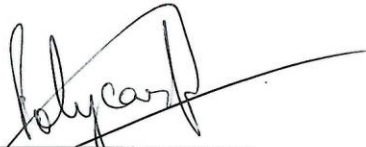

conflict with a decision(s) of general applicability taken by one of the Governing Bodies of the Delivery Partner and/or its information disclosure policy, it shall provide the Fund with supporting documentation, if so requested. As the need may arise, the Delivery Partner and the Fund shall discuss with the view to arriving at an agreement or understanding on mutual cooperative mechanisms for the coordination of, or joint operational approaches to audit, investigations, monitoring, evaluation, reporting, reviews, and visits that are respectful of each Party's respective policies, regulations, rules and procedures.

IN WITNESS WHEREOF the parties hereto, acting through their representatives hereunto duly authorized, have caused this Framework Agreement to be signed in their respective names; of the day and year first above written and to be delivered at the principal office of the Fund.

THE FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS

By 
Daniel Gustafson
Deputy Director-General (Programmes) and Officer-in-Charge,
Technical Cooperation Department

GREEN CLIMATE FUND


By  Pa Ousman Jarju
Director, Country Programming Division

