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Enabling poor rural people
to overcome poverty

State of Ceará of the Federative Republic of Brazil

Productive and capacity development in the State of Ceara – Paulo Freire Project

Negotiated financing and guarantee agreements

Executive Board — 106th Session
Rome, 20-21 September 2012

For: **Information**

Negotiated financing agreement: "Productive and capacity development in the State of Ceará – Paulo Freire Project"

(Negotiations concluded on 29 August 2012 in Brasilia, Brazil)

IFAD Loan Number: _____
Spanish Trust Fund Loan Number: _____

Project Title: Productive and capacity development in the State of Ceará – Paulo Freire Project (the "Project")

The International Fund for Agricultural Development (the "Fund" or "IFAD")

and

The State of Ceará (the "Borrower") of the Federative Republic of Brazil

(each a "Party" and both of them collectively the "Parties")

hereby agree as follows:

WHEREAS the Executive Board of the International Fund for Agricultural Development (the "Fund" or "IFAD"), at its 100th Session, approved the establishment of a Spanish Food Security Co-Financing Facility Trust Fund ("the Trust") and further approved that the Trust, acting through IFAD in its capacity as the Trustee of the Trust, enters into a borrowing agreement with the Kingdom of Spain (Spain);

WHEREAS the Trust is an ancillary activity of the Fund as approved by the Executive Board within the framework of Article 7 Section 3 of the Agreement Establishing IFAD; and

WHEREAS Spain and IFAD, in its capacity as the Trustee of the Trust, have signed the Borrowing Agreement on 28 December 2010.

NOW THEREFORE, the parties hereto hereby agree as follows:

Section A

1. The following documents collectively form this Agreement: this document, the Project Description and Implementation Arrangements (Schedule 1) and the Allocation Table (Schedule 2).

2. The Fund's General Conditions for Agricultural Development Financing dated 29 April 2009 (the "General Conditions") and amended on 17 September 2010, and all provisions thereof shall apply to this Agreement. For the purposes of this Agreement, the terms defined in the General Conditions shall have the meanings set forth therein.

3. The Fund shall provide a financing to the Borrower (the "Financing"), which consists of a Loan from IFAD in SDR and a Loan from the Trust in EURO, which the Borrower shall use to implement the Project in accordance with the terms and conditions set forth in this Agreement.

4. The Financing is to be guaranteed by the Federative Republic of Brazil (the "Guarantor") on terms and conditions set forth in an agreement, of even date, to be

entered into by the Fund and the Federative Republic of Brazil (the "Guarantee Agreement").

Section B

1. The amount of the Financing is composed of:
 - (a) A loan in Special Drawing Rights (SDR) of twenty million six hundred twenty four thousand and four hundred and three SDR (SDR 20 624 403).
 - (b) A loan in Euro of five million nine hundred forty eight thousand and four hundred and eighty two Euros (EURO 5 948 482).
2. The overall Financing (of both loans), in EURO and SDR, is granted on ordinary terms, and shall have a maturity period of eighteen (18) years, including a grace period of three (3) years starting from the date that the Fund has determined that all general conditions precedent to withdrawal have been fulfilled (Section E paragraph 2 below). The Borrower shall repay the principal amount of the Financing in 30 (thirty) equal semi-annual consecutive instalments; the final instalment amount may vary due to rounding.
3.
 - A. The Loan Service Payment Currency for the Loan in SDR shall be USD.
 - B. The Loan Service Payment Currency for the Loan in EURO shall be the EURO.
4. The first day of the applicable Fiscal Year shall be January 1st.
5.
 - A. The SDR Loan shall be subject to interest on the principal amount of the Loan outstanding at a rate equal to the IFAD Reference Interest Rate in SDR.
 - B. The EURO Loan shall be subject to interest on the principal amount of the Loan outstanding at a rate equal to the IFAD Reference Interest Rate in EURO.
6. Payments of principal and interest shall be payable on each 15 May and 15 November.
7. There shall be a Project Account for the benefit of the Project, where Financing proceeds and counterpart resources shall be allocated, in a Bank acceptable by the Fund.
8. The Borrower shall provide counterpart financing for the Project in the amount of forty million United States Dollars (USD 40 000 000), which shall include the payment of taxes.

Section C

1. The Lead Project Agency of the Project shall be the Secretariat of Agrarian Development (Secretaria de Desenvolvimento Agrário - SDA) of the Borrower.
2. The Project Completion Date shall be the sixth anniversary of the date of entry into force of this Agreement and the Financing Closing Date will be established as specified in the General Conditions.

Section D

The Financing will be administered and the Project will be supervised by the Fund.

Section E

1. The following is designated as an additional ground for the suspension of the right of the Borrower to request withdrawals from the Financing: The Project Implementation Manual (PIM), or any provision thereof, has been waived, suspended, terminated, amended or modified without the prior agreement of the Fund and the Fund has determined that such waiver, suspension, termination, amendment or modification has had, or is likely to have, a material adverse effect on the Project, and the Borrower has not taken any measures to remedy the situation.

2. The following are designated as additional (general) conditions precedent to withdrawal:

- (a) the Guarantee Agreement shall have been duly signed, and the signature thereof by the Guarantor shall have been duly authorised by all necessary administrative and governmental action;
- (b) the IFAD no objection to the final version of the PIM shall have been obtained;
- (c) the Project Management Unit (PMU) shall have been established in accordance with the PIM; and
- (d) the IFAD no objection to the appointment of the Project Coordinator shall have been obtained.

3. Any amendment(s) to this Agreement shall only be made by mutual agreement between the Borrower and the Fund, after having obtained the Guarantor's concurrence to such amendment, including the Project Completion Date and the Financing Closing Date.

4. The following are the designated representatives and addresses to be used for any communication related to this Agreement:

For the Fund:

The President
International Fund for
Agricultural Development
Trustee of the Spanish Food Security
co-Financing Facility Trust Fund
Via Paolo di Dono 44
00142 Rome, Italy

For the Borrower:

The Governor of the State of Ceara
Av. Barão de Studart, nº 505
Meireles
Fortaleza – Ceará - Brasil
60.120-000

With copies to:

Secretaria do Desenvolvimento Agrário – SDA
Av. Bezerra de Menezes, nº 1820 – São Gerardo
Fortaleza – Ceará – Brasil
60.325-901

Secretaria da Fazenda – SEFAZ
Av. Alberto Nepomuceno, nº 2 – Centro
Fortaleza – Ceará – Brasil
60.060-430

Secretaria de Assuntos Internacionais – SEAIN
Ministério do Planejamento, Orçamento e Gestão
Esplanada dos Ministérios – Bloco K – 5º andar
70040-906 – Brasília – DF – Brazil

This agreement, dated _____, has been prepared in the English language in six (6) original copies, three (3) for the Fund, two (2) for the Borrower and one (1) for the Guarantor.

STATE OF CEARÁ

(name)
Governor

INTERNATIONAL FUND FOR
AGRICULTURAL DEVELOPMENT
TRUSTEE OF THE SPANISH FOOD
SECURITY CO-FINANCED

(name)
President

Schedule 1

Project Description and Implementation Arrangements

I. Project Description

1. **Project Goal.** The project goal is to reduce poverty and raise the standard of living of family farmers in 31 municipalities, across four territories of the State of Ceará. The development objective of the Paulo Freire project is to help reduce rural poverty in the semi-arid region of Ceará, through the development of human and social capital and sustainable production towards income increase from farm and off-farm sources, with priority focus on young people and women.

2. **Objectives.** The specific objectives of the Project are:

- a. To increase the capacity of the rural population and their community and economic organizations to identify, prioritize and solve their problems, develop leaderships and boost their ability to participate in local decision-making processes.
- b. To support the establishment and strengthening of community and family productive initiatives, increasing their capacity and skills to develop rural businesses and gain access to markets – including institutional markets and to public programmes for family farming.
- c. To foster the development of sustainable production – farm and off-farm – to boost the productivity of communities and households, creating income-earning and job opportunities, while adopting and promoting agro-ecological practices and the sustainable management of natural resources.

3. **Project Area and Target Population.** The project area comprises 31 municipalities located in four territories of the semi-arid region of the State of Ceará: (i) Altaneira, Antonina do Norte, Araripe, Assaré, Campos Sales, Nova Olinda, Potengi, Salitre, Santana do Cariri, Tarrafas (territory of Cariri Oeste); (ii) Aiuaba, Arneiroz, Hidrolândia, Ipu, Ipueiras, Parambu, Pires Ferreira, Quiterianópolis, Tauá (territory of Inhamuns-Crateús); (iii) Coreaú, Frecheirinha, Graça, Massapê, Moraújo, Mucambo, Pacujá, Reriutaba, Senador Sá, Sobral rural and Varjota (territory of Sobral); and (iv) Irauçuba (territory Vales do Curu-Aracatiáçu). The target population will be small-holder family farmers, with or without land, working in the agricultural or non-agricultural sector, with willingness and potential to develop sustainable agricultural practices and rural businesses.

4. **Components.** The project will have two components, one to build the capacity of individuals and local community and economic organizations (Component 1) and another to support productive development and environmental sustainability (Component 2).

Component 1: Capacity development

5. The objective of the Component is to strengthen collective and individual capacities necessary to promote the sustainable development of beneficiary families and communities in the Project area. This Component will also work on enhancing the capacities of technical assistance providers and will implement a specific line of activities on social mobilization, with the purpose of reinforcing the participation of beneficiary families and ensuring the efficiency of the Project. The activities of this Component will revolve mainly around seven interactive lines: (a) capacity building for access to public policies and programmes; (b) strengthening of local initiatives and leadership development; (c) development of capacity for production and management of natural resources; (d) organizational development and training for rural business management

and marketing; (e) training for young people; (f) building the capacity of technical assistance providers; and (g) social mobilization and control.

Component 2: Productive development and environmental sustainability

6. The objective of the Component is to finance beneficiary demand-driven productive development initiatives supporting activities which allow productivity increase and value-addition, therefore resulting in income generation and employment creation of beneficiary households, within the perspective of sustainable use of natural resources. The activities of this Component will generate productive investment and focus on agricultural and non-agricultural businesses. This Component will also comprise issues concerning climate change, desertification and adaptation to semiarid zones with activities focusing on regeneration of degraded land and adoption of agro-ecological practices. In this regard, Component 2 will center on three main lines of actions: a) supporting activities to strengthen production, value-addition and commercialization of agricultural and non-agricultural products; b) providing incentive to innovation initiatives; and c) promoting activities to protect and regenerate the natural resource base.

II. Implementation Arrangements

Lead Project Agency

7. **The Secretariat of Agrarian Development (SDA)** will be the executing agency of the Project. The Project will benefit from the structure and experience of the SDA, particularly in managing and executing projects to combat rural poverty.

8. In its capacity as executing agency, the SDA will bear technical and executive responsibility for implementing the Project. A Project Management Unit (PMU) will be established in SDA, with financial and administrative autonomy to operate the Project, on the same level of seniority as the coordination offices. Since their activities are complementary, the PMU will act in close cooperation with those offices.

9. The SDA will be responsible for: (i) including the funds assigned for project execution in the state's annual budget; (ii) promoting the institutional coordination needed to implement the Project with the federal, state and municipal governments; and (iii) implementing the Project in accordance with the terms negotiated with IFAD and the provisions of the Project Implementation Manual (PIM).

Project Management Unit (PMU)

10. The PMU's organizational structure shall include a central team headquartered in Fortaleza and four local teams that will operate in the SDA's decentralized offices across the Project area. The central team will consist of six senior professionals who will act in the capacities of: general coordinator, manager for the capacity-building component, manager for the productive development and environmental sustainability component, procurement manager, project monitoring manager and financial manager. In order to support the general coordination of the Project and the management team, senior professionals will be recruited with experience in areas pertinent to the Project and technical officers (secondary education) will be recruited and shall undertake administrative tasks.

11. The central team of the PMU will be under the oversight of the Secretary of Agrarian Development and will be answerable for the technical, operational, financial and administrative management of the Project. The central team of the PMU will be responsible for coordination, planning, institutional liaison, technical analysis and

monitoring of approved investment proposals and will guide the local teams in all stages of Project implementation. The PMU will select and contract organizations that are technically and operationally qualified to directly provide the specific services planned in the Project.

Project management entities

12. **SDA's Strategic and Operational Management Committee**, chaired by the secretary of SDA and composed of the deputy and executive secretaries of SDA and the coordinators of SDA. The committee, which operates as a strategic discussion and decision-making forum of the SDA, will have the following responsibilities relating to the Paulo Freire project: (i) approve the annual work plan and budget and facilitate the agreements necessary for its execution and the attainment of the project's objectives; (ii) approve the project implementation manual; (iii) study and comment on the semi-annual and annual project reports; (iv) study and comment on the auditors' annual reports; (v) study and comment on the project's mid-term reviews; and (vi) promote coordination of the Paulo Freire project with the other programmes and projects coordinated by the State.

13. **Local project committees** will be constituted at the mobilization stage with one Committee per territory with the objective of: (i) discussing the situation in the municipalities and communities selected for the Project; (ii) establishing agreement on community priorities; (iii) supporting the preparation and monitoring of the development plans; (iv) providing transparency in the activities of the Project, allowing for social control; and (v) promoting the necessary coordination for implementation of the development plans and approved business plans. The committees will bring together representatives of rural communities selected to participate in the Project, women from each of the communities, young people from each of the communities, economic and community organizations of family farmers (associations, cooperatives), governmental bodies active in the municipalities responsible for rural development programmes and projects, and organizations representing family farmers, non-governmental organizations, technical assistance providers and the local project teams.

Coordination and policy bodies

14. **State Council for Sustainable Rural Development**, chaired by the Secretary of Agrarian Development (SDA) and bringing together institutions from the public and private sectors, farmers' organizations and relevant partners such as the federal Ministry of Agrarian Development, the Banco do Nordeste, Banco do Brasil, Caixa Econômica, the Agricultural Workers' Federation of the State of Ceará (Federação dos Trabalhadores e Trabalhadoras na Agricultura do Estado do Ceará - FETRAECE) and others. The Council shall promote the planning, execution and monitoring of rural development activities in the State of Ceará. The PMU coordination will participate in this Council, which will act for the Paulo Freire Project as a forum for discussion, exchanges and liaison with other state and federal programmes and projects and civil society initiatives, facilitating inter-agency coordination and fortifying the Project's actions.

Strategic Partners in Implementation

15. The Project will coordinate with private and governmental organizations which promote activities in the area of rural development and are partners of SDA. In this regard, in order to implement the Project, SDA will enter into partnerships with institutions and/or service providers that have operational and technical capacity in areas such as technical assistance services, institutional development, mobilization of rural communities and organizations, production and processing, preparation and implementation of business plans, provision of financial and credit services, market development, and other areas related to the Project activities. Furthermore, SDA will

collaborate with institutions responsible for public policies concerning support to family farming and fight against rural poverty, including, amongst others, those focused on public purchases for family farmers and rural financial services.

In addition to these partnerships, SDA will enter into agreements with the Ceará Secretariat of Planning and Management, which is responsible for the budgeting, planning and coordination of government actions, and which shall support the institutional liaison needed to implement the Project and support the monitoring and evaluation of the results envisaged in the logical framework.

Project Implementation Manual

16. The SDA shall execute the Project as provided for in the PIM, which shall provide among other things: (i) detailed procedures regarding formulation and approval of businesses plans; (ii) eligibility criteria; (iii) guidelines for the design of the business plans; (iv) rules for accessing financial support for productive investment; and v) guidance for the implementation of each Component.

Schedule 2

Allocation Table

1. *Allocation of Financing Proceeds.* (a) The Table below sets forth the Categories of Eligible Expenditures to be financed by the Financing and the allocation of the amounts of the Financing to each Category and the percentages of expenditures for items to be financed in each Category:

Category	Loan Amount Denominated in SDR	Loan Amount Denominated in EURO	Percentage of Eligible Expenditures to be Financed
I. Capacity Building	9 384 000	2 753 000	62 % of the total expenditure
II. Productive Development and Environmental Sustainability	8 110 000	2 379 000	51 % of the total expenditure
III. Project Management	931 000	273 000	20 % of the total expenditure
IV. Monitoring and Evaluation	149 000	44 000	21 % of the total expenditure
Unallocated	2 050 403	499 482	
Total	20 624 403	5 948 482	

(b) The terms used in the Table above are defined as follows:

I. Capacity building: this category will finance Component 1 activities, including capacity-building, training and technical assistance for small producers, leadership development, community mobilization, qualification of technical assistance providers and the training of young people for economic activities and access to land.

II. Productive Development and Environmental Sustainability: this category will finance Component 2 activities, aimed towards productive investments.

III. Operating Costs: this category will finance the operation of the PMU.

IV. Monitoring and Evaluation: this category will finance the establishment of the project's M&E system, as well as its periodic updating and management.

Negotiated guarantee agreement: "Productive and capacity development in the State of Ceará – Paulo Freire Project"

(Negotiations concluded on 29 August 2012 in Brasilia, Brazil)

IFAD Loan Number: _____
Spanish Trust Fund Loan Number: _____

Project Title: Productive and capacity development in the State of Ceará – Paulo Freire Project (the "Project")
(Projeto de Desenvolvimento Produtivo e de Capacidades/PDPC – Projeto Paulo Freire)

The International Fund for Agricultural Development (the "Fund" or "IFAD")

and

The Federative Republic of Brazil (the "Guarantor")

(each a "Party" and both of them collectively the "Parties")

hereby agree as follows:

Section A

1. The following documents collectively constitute an integral part of this Agreement: this document, the Project Financing Agreement (the "Financing Agreement") of even date herewith between the Fund and The State of Ceará of the Federative Republic of Brazil (the "Borrower"), and the Fund's General Conditions for Agricultural Development Financing dated 29 April 2009, and amended on 17 September 2010 (the "General Conditions"). For the purposes of this Agreement, the terms defined in the General Conditions and the Financing Agreement have the respective meanings set forth therein.

2. By the Financing Agreement, the Fund has agreed to extend to the Borrower a Financing which consists of a SDR loan of twenty million, six hundred twenty four thousand and four hundred and three Special Drawing Rights (SDR 20 624 403) and a EURO loan of five million, nine hundred forty eight thousand and four hundred and eighty two Euros (EURO 5 948 482), on the terms and conditions set forth in the Financing Agreement.

3. The Guarantor, in consideration of the Fund's entering into the Financing Agreement with the Borrower, has agreed so to guarantee such payment obligations of the Borrower, and agrees to remain fully bound until full payment of such obligations. In cases of amendments to the Financing Agreement, the Borrower must obtain the prior approval of the Guarantor to any modification or amendment to the Financing Agreement.

4. The Guarantor hereby unconditionally guarantees, as primary obligor and not as surety merely, the due and punctual payment of the principal of, and the payment of interest and other charges on, the Financing due under the Financing Agreement.

Section B

5. In the event of default by the Borrower, the Fund shall not be required to exhaust its remedies against the Borrower prior to enforcing its rights against the Guarantor.

Section C

6. The following are the designated representatives and addresses to be used for any communication related to this Agreement:

For the Fund:

President
International Fund for Agricultural
Development
Via Paolo di Dono 44
00142 Rome, Italy

For the Guarantor:

The Minister of Finance
Procuradoria-Geral da Fazenda Nacional
Esplanada dos Ministérios, Bloco P, 8 andar
70048-900 Brasília, DF, Brazil

This agreement, dated _____, has been prepared in the (English) language in six (6) original copies, three (3) for the Fund, two (2) for the Borrower and one (1) for the Guarantor.

FEDERATIVE REPUBLIC OF BRAZIL

(name)
Minister of Finance
Procuradoria-Geral da Fazenda Nacional

INTERNATIONAL FUND FOR
AGRICULTURAL DEVELOPMENT

(name)
President