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Investir dans les populations rurales

République fédérative du Brésil

Projet de renforcement de la résilience climatique dans les communautés rurales du Nord-Est

Additif

Conseil d'administration — Cent trente et unième session
Rome, 23 novembre 2020

Pour: **Approbation**

Projet de renforcement de la résilience climatique dans les communautés rurales du Nord-Est

Additif

L'attention du Conseil d'administration est appelée sur les ajouts ci-après à apporter au rapport du Président sur le Projet de renforcement de la résilience climatique dans les communautés rurales du Nord-Est (EB 2020/131/R.6).

Page 12, nouveaux paragraphes 56 et 57

Il convient d'ajouter les paragraphes suivants:

56. L'accord de financement et l'accord de garantie qui sont conclus, respectivement, avec l'emprunteur et le garant refléteront les conditions financières et techniques pertinentes qui auront été convenues entre le FVC et le FIDA dans l'accord sur l'activité financée. Aux termes de l'accord-cadre d'accréditation du FVC, l'approbation du projet par le Conseil d'administration est une condition préalable à la signature de l'accord sur l'activité financée et, conformément à la pratique du FVC consistant à donner la priorité aux projets ayant obtenu l'aval des entités accréditées, les négociations relatives à l'accord sur l'activité financée ne peuvent être conclues qu'après l'approbation du Conseil d'administration. Ainsi, les négociations visant l'accord de financement et l'accord de garantie avec l'emprunteur et le garant débiteront dès que l'accord sur l'activité financée aura été négocié, l'objectif étant qu'elles soient conclues le plus tôt possible au cours du premier trimestre 2021.
57. Compte tenu du calendrier ci-dessus, les textes négociés de l'accord de financement et de l'accord de garantie, ainsi que toute modification de fond visant les principales conditions de financement du FIDA, lesquelles sont présentées à l'appendice IV, seront soumis au Conseil d'administration à une session ultérieure.

Appendices

Il convient d'ajouter l'appendice IV présenté ci-après:

Appendix IV

Key terms of IFAD financing

Financing summary Initiating institution:	IFAD
Borrower/recipient:	Brazilian Development Bank (BNDES)
Executing agency:	BNDES
Total project cost:	US\$217.8 million
Amount of IFAD loan:	US\$30.0 million
Terms of IFAD loan:	Ordinary, with a maturity period of [...] years and a grace period of [.....] years at a rate of interest equivalent to IFAD's reference interest rate plus a [.....: variable or fixed] spread
Cofinancier:	Green Climate Fund
Amount of cofinancing:	US\$99.5 million
Terms of cofinancing:	Loan (US\$65.0 million) and grant (US\$34.5 million)
Contribution of borrower/recipient:	US\$73.0 million
Contribution of beneficiaries:	US\$15.3 million
Amount of IFAD climate finance:	US\$28.3 million
Cooperating institution:	IFAD
Guarantor	Federal Government of Brazil
Legal instruments	<p>Financing agreement between the Borrower and IFAD will constitute the legal instrument for extending the IFAD financing and the GCF co-financing to the borrower/recipient. Guarantee agreement between IFAD and the Guarantor (Federal Government of Brazil) will constitute the legal instrument to guarantee the Borrower's payment obligations of both IFAD and co-financer financing. Subsidiary agreements between the Borrower and each Participating State for the implementation of the state-level subproject activities</p>
Governing law and Jurisdiction	<p>The Financing agreement and Guarantee agreement shall be governed by, and construed in accordance with, public international law.</p> <p>Any dispute, controversy or claim arising out of, or in relation to, the Financing agreement and Guarantee agreement, shall be settled in accordance with the Arbitration Rules (2012) of the Permanent Court of Arbitration.</p>
Authority	<p>BNDES is empowered under its corporate laws and under Brazilian legislation to receive financing from IFAD and the Federative Republic of Brazil is empowered under Brazilian law to guarantee the financing. IFAD financing to BNDES represents funding to a national development bank, based on a due</p>

	diligence of the creditworthiness and implementation capabilities of BNDES
Amendments	Any amendment to the Financing Agreement shall only be made by mutual agreement between the Borrower/Recipient and the Fund, after having obtained the Guarantor's concurrence to such amendment, including the Project Completion Date and the Financing Closing Date.
Negotiations of the Financing agreement and Guarantee agreement	After Funded Activity Agreement between IFAD and GCF has been negotiated.
Entry into force	<p>The Financing Agreement shall enter into force once it is signed by both parties and subject to:</p> <p>a) The Federative Republic of Brazil and the Fund signing a Guarantee Agreement which has entered into force; and</p> <p>b) A favourable legal opinion from the Federal Government of Brazil, upon which the GCF shall be entitled to rely, confirming that the signature and performance thereof by the Borrower/Recipient of the Financing Agreement and of the Guarantee Agreement has been duly authorised and ratified by all necessary corporate action, and the Financing Agreement is legally valid and binding upon the Borrower/Recipient under Brazilian law in accordance with its terms regardless of any law to the contrary in its territory, and that the Guarantee Agreement is enforceable vis a vis the Guarantor in accordance with its terms.</p>