

Signatura: EB 2020/131/R.6/Add.1
Tema: 5 b) ii) a)
Fecha: 20 de noviembre de 2020
Distribución: Pública
Original: Inglés

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Invertir en la población rural

República Federativa del Brasil

Proyecto de Fomento de la Resiliencia Climática en las Comunidades Rurales del Nordeste

Adición

Junta Ejecutiva — 131.^{er} período de sesiones
Roma, 23 de noviembre de 2020

Para **aprobación**

Proyecto de Fomento de la Resiliencia Climática en las Comunidades Rurales del Nordeste

Adición

Se señalan a la atención de la Junta Ejecutiva las siguientes adiciones al informe del Presidente sobre el Proyecto de Fomento de la Resiliencia Climática en las Comunidades Rurales del Nordeste, que figura en el documento EB 2020/131/R.6.

Página 12, nuevos párrafos 56 y 57

Deberán añadirse los párrafos siguientes:

56. Los convenios de financiación y de garantía firmados con el prestatario y el garante, respectivamente, reflejarán las condiciones financieras y técnicas pertinentes acordadas por el Fondo Verde para el Clima y el FIDA en el Acuerdo de Financiación de Actividades. En consonancia con el Acuerdo Marco de Acreditación del Fondo Verde para el Clima, para la firma del Acuerdo de Financiación de Actividades es condición necesaria que la Junta Ejecutiva apruebe el proyecto y, de conformidad con la práctica habitual del Fondo Verde para el Clima de dar prioridad a los proyectos que cuentan con la aprobación de las entidades acreditadas, las negociaciones relativas al Acuerdo de Financiación de Actividades no finalizarán hasta que se haya obtenido la aprobación de la Junta Ejecutiva. En consecuencia, las negociaciones relativas a los convenios de financiación y de garantía con el prestatario y el garante, respectivamente, comenzarán en cuanto se haya negociado el Acuerdo de Financiación de Actividades, con el objetivo de finalizarlas lo antes posible, en el primer trimestre de 2021.
57. Con arreglo a la secuencia planteada, los textos negociados del convenio de financiación y el convenio de garantía se presentarán en un período de sesiones posterior de la Junta Ejecutiva, junto con cualquier cambio sustancial que se introduzca en las condiciones principales de la financiación del FIDA, descritas en el apéndice IV.

Apéndices

Deberá añadirse el apéndice IV que figura a continuación:

Appendix IV

Key terms of IFAD financing

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| 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.</p> <p>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> |

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| | 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> |