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# **Republic of India**

**Rural Enterprise Acceleration Project (REAP)** 

Negotiated financing agreement and project agreement

Executive Board - 134 $^{\rm th}$  Session Rome, 13-16 December 2021

For: **Information** 

# **Negotiated financing agreement:**

# "Rural Enterprise Acceleration Project (REAP)"

(Negotiations concluded on 03 December 2021)

Loan No:\_\_\_\_\_

Project name: Rural Enterprise Acceleration Project ("REAP") ("the Project")

The Republic of India (the "Borrower")

and

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

The International Fund for Agricultural Development (the Fund of IFAD)

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

**WHEREAS,** the Borrower has requested a loan from the Fund for the purpose of financing the Rural Enterprise Acceleration Project ("REAP") described in Schedule 1 to this Agreement;

**WHEREAS** this Agreement is to finance the implementation of the Project in the State of Uttarakhand (the "State");

**WHEREAS,** the Project shall be carried out through the State of Uttarakhand (the "State") pursuant to a separate agreement herewith between the Fund and the State (the "Project Agreement");

**WHEREAS**, for this purpose, the Borrower shall make available to the Government of Uttarakhand the respective part of the proceeds of the Financing upon terms and conditions set forth in this Financing Agreement;

**Now Therefore**, the Parties 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, amended as of December 2020, and as may be amended hereafter from time to time (the "General Conditions") are annexed to this Agreement, 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, unless the Parties shall otherwise agree in this Agreement.
- 3. The Fund shall provide a Loan (the "Financing") to the Borrower, which the Borrower shall cause the State to use to implement the Project in accordance with the terms and conditions of this Agreement.

### **Section B**

- 1. A. The amount of the loan is one hundred and five million United States Dollars (USD 105 000 000).
- 2. The Loan is granted on ordinary lending terms and shall be subject to Interest on the principal amount outstanding of the Loan rate equal to the IFAD Reference Interest Rate with variable spread, payable semi-annually in the Loan Service Payment Currency, and have a maturity period of 17.5 years, including a grace period of 5.5years, starting from the date as of which the Fund has determined that all general conditions precedent to withdrawal have been fulfilled.
- 3. The Loan Service Payment Currency shall be in the United States dollars (USD).
- 4. The first day of the applicable Fiscal Year shall be 1<sup>st</sup> April.
- 5. Payments of principal and interest shall be payable on each  $1^{\rm st}$  June and  $1^{\rm st}$  December.
- 6. There shall be a Designated Account (DA) in USD for the Loan, for the exclusive use of the Project that will be opened by the Borrower at Reserve Bank of India (RBI) to which funds will flow from IFAD.
- 8. The Borrower shall cause the State to provide counterpart financing for the Project in the ratio of 80-20 between the IFAD Financing and the counterpart contribution respectively.

#### Section C

- 1. The Rural Development Department, Government of Uttarakhand shall be the State nodal department for the Project and Uttarakhand Gramya Vikas Samiti (UGVS) shall be the Lead Project Agency ("LPA"). The LPA has overall responsibility for implementation of the Project.
- 2. The following are designated as additional Project Parties:
  - i) Uttarakhand Parvatiya Ajeevika Sanvardhan Company (UPASaC)
  - ii) Uttarakhand State Rural Livelihoods Mission (USRLM)
  - iii) Any other stakeholder identified by the PMU, in agreement with the Fund.
- 3. A Mid-Term Review will be conducted as specified in Section 8.03 (b) and (c) of the General Conditions; however, the Parties may agree on a different date for the Mid-Term Review of the implementation of the Project.
- 4. The Project Completion Date shall be the 31<sup>st</sup> March 2029.
- 5 Procurement of goods, works and services financed by the Financing shall be carried out in accordance with the IFAD Procurement Guidelines and Procurement Handbook, 2019, amended from time to time.

### **Section D**

1. The Fund will administer the Loan and supervise the Project.

#### **Section E**

- 1. The following is designated as additional grounds for suspension of this Agreement: the Project Implementation Manual (PIM) and/or any provision thereof, has been waived, suspended, terminated, amended or modified without the prior agreement of the Fund and the Fund, after consultation with the Borrower, has determined that it has had, or is likely to have, a material adverse effect on the Project.
- 2. The following is designated as additional grounds for cancellation of this Agreement: the PIM or any provision thereof, has been waived, suspended, terminated, amended or substantially modified without the prior agreement of the Fund and the Fund, after consultation with the Borrower, 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:
- 3. The following are designated as additional general conditions precedent to withdrawal:
  - a) The IFAD no objection to the PIM shall have been obtained;
  - b) Key Project staff as described in the Project Agreement shall have been recruited in accordance with the PIM; and
  - c) The Subsidiary Agreement in form and substance acceptable to the Fund shall have been duly concluded between the State nodal department and the Lead Project Agency.
- 4. The following are the designated representatives and addresses to be used for any communication related to this Agreement:

For the Republic of India

Secretary, Department of Economic Affairs Ministry of Finance, New Delhi 110001

For the Fund:

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

[Copy to:]

This Agreement, [dated \_\_\_\_\_], has been prepared in the English language in two (2) original copies, one (1) for the Fund and one (1) for the Borrower.

| REPUBLIC OF INDIA  |
|--|
|  |
| "[Authorised Representative Name]" "[Authorised Representative title]" |
| Date:  |
| International Fund for<br>Agricultural Development                     |
| Gilbert F. Houngbo<br>President  |

Date: \_\_\_\_\_

#### Schedule 1

Project Description and Implementation Arrangements

# I. Project Description

- 1. Target Population. The Project shall benefit 560,000 households i.e. 2.7 million individuals largely comprising small farmers and landless households. Of the target number of households some 60% will be women and 35% youth. The majority of the beneficiaries are small farmers (with less than 1.0 ha. of land), livestock growers, micro entrepreneurs, non-farm producers, workers in service sectors, agricultural labourers and those who are engaged in other income generating activities.
- 2. Project area. The Project will be implemented in all the 13 districts and in all 95 Community Development Blocks (CDBs) of Uttarakhand. The Project will build on the work done through the Integrated Livelihoods Support Programme (ILSP) in 44 Community Development Blocks (CDBs) in 11 districts as well as the Uttarakhand State Rural Livelihood Mission (USRLM) which is being implemented in all 95 CDBs across all 13 districts. ("The Project Area")
- 3. *Goal.* The goal of the Project to contribute to the doubling of income of rural households and reduce distress rural out migration.
- 4. *Objectives.* The objective of the Project is to build resilience of rural households by diversifying their sources of income through intensified cluster-based climate resilient production systems of select value chains, promotion of farm and off-farm enterprises and building a supportive ecosystem.
- 5. *Components*. The Project shall consist of the following Components:
- 5.1 Component 1: Inclusive cluster development. The component will be implemented through two sub-components: 1.1 Livelihoods diversification and enterprise development; and 1.2 Institutional strengthening of CBOs and partnerships. The objective of sub-component 1.1 is to build the capabilities of individual farm households, self-help groups and producer groups to diversify livelihoods opportunities. The objective of sub-component 1.2 is to strengthen the capacity of CBOs to increase their outreach to target households and to develop into viable inclusive farmer institutions.
- 5.2 Component 2: Ecosystem for enterprise development. The component will be implemented through two sub-components: 2.1: Strengthening support services and market infrastructure. The objective of sub-component 2.1 is to develop the enabling conditions for livelihoods, enterprise and value chain development by establishing last mile market infrastructure, providing support services and scaling up a youth incubation scheme. The objective of sub-component 2.2 is to support project activities by facilitating access to financial services.
- 5.3. Component 3: Project Management, M&E and Knowledge Management. A Project Management Unit (PMU) will be established at both State and District level. The state level PMU will be led by a Project Director and at district level by District Project Managers in all 13 districts. The PMU will converge with government Projects and projects that will actively support project implementation both technically and financially. A High Powered Committee will provide strategic oversight.

#### II. Implementation Arrangements

- 6. Lead Project Agency. The Project Implementation Agency will be Uttarakhand Gramya Vikas Samiti (UGVS), which will implement REAP in cooperation with various departments.
- 7. Project Oversight Committee. There will be two oversight entities: (i) High Powered Committee, chaired by the Chief Secretary, Government of Uttarakhand; and (ii) the Project Management Committee, chaired by the Additional Chief Secretary, Rural Development Department. A Technical Advisory Panel comprising senior experts of public and private agencies will be appointed to provide technical advice and guidance to the Project Management Committee. The Project Management Committee shall review and approve the Annual Work Plan and Budget and its revisions and other tasks delegated by the High Powered Committee. At the district level, the Coordination Committee will be chaired by the District Magistrates. The roles and responsibilities of the State and District level Oversight Committees shall be included in the Programme Implementation Manual.
- 8. Project Management Unit. The Project will be implemented through the Project Management Unit headed by a Project Director reporting to the Chief project Director and assisted by a team of 2 Directors (Convergence and Finance), one Dy. Director (HR & Training) and one Team Leader Operations and Enterprises. The positions of Director Finance, Dy. Director HR & Training and Director Convergence will be on secondment from Government. District level implementation teams will be housed with the District Project Management Units (DPMU) to be established in each of the 13 project districts. At the Block level the project team will be integrated with the USRLM set up.
- 9. Implementing partners. The Project's approach and implementation modalities are in harmony with the vision and strategies of partners such as UPASAC and USRLM as per the AWPB and to the DPMUs. The funds from the DPMUs shall be disbursed to the CBOs for project activities. The PMU/ DPMUs shall obtain utilization certificates from the implementing partners and the CBOs for each quarter based on which further releases shall be made.
- 10. Monitoring and Evaluation. The PMU will be responsible for preparing the annual workplan and budget (AWP/B) and procurement plan for REAP, and for securing approval from its management and IFAD. The plan will include an activities plan along with physical targets and an expenditure plan and should reflect overall project targets and activities. The REAP M&E system will be built on a very strong and robust system instituted by ILSP. The system will be utilized as a management tool and will include an assessment of progress and compliance, identification of constraints and proposed remedial actions.
- 11. Knowledge Management. A comprehensive knowledge management action plan will be developed in the early stages of implementation. Output, outcome and impact data generated by the M&E system will inform case studies, briefs and reports. These will be used for policy dialogue, peer learning and potential scaling up. Knowledge management products will be communicated through multiple media, including blogs, written publications, video and social media.
- 12. Project Implementation Manual. The PMU shall be responsible for the finalisation of a Project Implementation Manual (PIM) that shall describe: (i) implementation of project activities; (ii) the administration of Loan proceeds and Project Parties' responsibilities; (iii) financial management and procurement procedures; and (iv) monitoring and evaluation of project progress and results. The PIM shall be approved by the Executive Committee, before IFAD's non objection is obtained.
- 13. Compliance with the Social Environmental and Climate Assessment Procedures (SECAP). The Borrower shall cause the State to ensure that the Project Implementation Manual reflects the recommendations of the SECAP as they apply to the Project objectives and activities.

- 14. Anticorruption Measures. The Borrower shall cause the State to comply with IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations and shall cause the State to ensure that the compliance provisions are extended to the entities/organizations/parties and contractors.
- 15. Policy on Preventing and Responding to Sexual Harassment and Exploitation and Abuse. The Borrower shall cause the State to comply with IFAD Policy on Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse and shall cause the State to ensure that the compliance provisions are extended to the entities/organizations/parties and contractors engaged during implementation of the Project.

#### Schedule 2

#### Allocation Table

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

| Category  | Loan Amount<br>Allocated<br>(expressed in<br>USD) | Percentage<br>eligible for<br>IFAD financing |
|---|---|--|
| I. Training, Consultancies, studies & TA                  | 23,805,000  | 100%   |
| II. Goods, Services and Inputs                            | 21,451,000  | 100%   |
| III. III.Grants and Subsidies, Credit and Guarantee Funds | 38,860,000  | 100%   |
| IV. Operating Cost  | 20,884,000  | 100%   |
| TOTAL   | 105,000,000                                       |  |

- (b) The terms used in the Table above are defined as follows:
  - (i) Category I Training, Consultancies, studies & TA shall mean eligible expenditures incurred under all components of the Project for training, workshops, consulting services, studies and technical assistance.
  - (ii) Category II Goods, Services and Inputs shall mean eligible expenditures incurred under all components of the Project for Goods, Equipment and tools, non-consulting services and materials and other inputs.
  - (iii) Category III Grants and Subsidies, Credit and Guarantee Funds shall mean eligible expenditures incurred under components 1&2 of the Project for grants, subsidies, credits and guarantees.
  - (iv) Category IV Operating Cost shall mean eligible expenditures incurred under components 3 and related to operating costs, including salaries and allowances.
  - (v) The Percentage is applied to Project expenditures, excluding taxes and shares of other financiers.

## 2. Disbursement arrangements

- (a) The Disbursement Arrangements will be set forth in detail in the Letter to the Borrower.
- (b) Retroactive financing. As an exception to section 4.07(a) (ii) of the General Conditions, specific eligible expenditures incurred between August 6, 2021 and the date of entry into force of this Agreement shall be considered eligible up to an amount equivalent to one million US dollars (USD 1,000,000) for activities relating to project start-up activities specified in AWPB to be financed by retroactive financing and their respective category of expenditures and source of financing will require prior no objection from IFAD to be considered eligible. Pre-financed eligible expenditures shall be reimbursed to the Borrower once

- additional conditions precedent to the first disbursement of funds specified in Section E.3 are fulfilled.
- (c) The contribution made in cash by the implementing agencies and beneficiaries and other organizations shall be recorded as expenditure as incurred.

# Negotiated project agreement: "Rural Enterprise Acceleration Project (REAP)"

(Negotiations concluded on 03 December 2021)

Loan Number: \_\_\_\_\_

Project Title: Rural Enterprises Acceleration Project ("the Project")

The State of Uttarakhand of the Republic of India (the "State") acting by its Governor and

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

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

hereby agree as follows:

#### WHEREAS:

- (A) by the Financing Agreement (herewith the "Financing Agreement") between the Republic of India acting by its President (the "Borrower") and the Fund, the Fund has agreed to make available to the Borrower an amount of one hundred and five million United States dollars (USD 105,000,000) for the purpose of partially financing the Rural Enterprises Acceleration Project (the "Project"), on the condition that the State undertakes its obligations toward the Fund as are set forth in this Agreement;
- (B) by a Subsidiary Agreement to be entered into between the State nodal department (Department of Rural Development) and the Uttarakhand Gramya Vikas Samiti (the "Lead Project Agency"), the proceeds of the Loan, as provided for under the Financing Agreement and in the amount of one hundred and five million United States Dollars (USD 105,000,000), shall be made available by the State to the Lead Project Agency for the purpose of implementing the Project on terms and conditions set forth therein; and
- (C) the State, in consideration of the Fund entering into the Financing Agreement with the Borrower, has agreed to undertake the obligations hereinafter set forth;

**Now Therefore**, the parties hereto hereby agree as follows:

## **Section A**

- 1. The following documents collectively form this Agreement: this document and the Financing Agreement.
- 2. The Fund's General Conditions for Agricultural Development Financing dated 29 April 2009, amended as of December 2020, as may be amended from time to time (the "General Conditions") are annexed to this Agreement and all provisions thereof, with the exceptions indicated in the Financing Agreement, shall apply to this Agreement.
- 3. The State declares its commitment to the goal and objective of the Project as set forth in Schedule 1 of the Financing Agreement and accepts the obligations ascribed to it in the Financing Agreement, as valid, binding obligations of the State to the Fund.

- 4. For the purposes of this Agreement, any obligation of the Borrower, either independently or jointly with the Lead Project Agency/Project Parties to cause or ensure the taking of or forbearance from taking certain actions, shall be deemed a direct obligation of the State to the Fund to take or forbear from taking such actions or to cause or ensure the taking of or forbearance from taking such actions.
- 5. Any obligation of any Project Party or other implementing agency to take or forebear from taking any actions, shall be deemed a direct obligation of the State to the Fund to take or forebear from taking such actions.

#### **Section B**

- 1. In accordance with the Financing Agreement and the Preamble of this Agreement, the State shall enter into a Subsidiary Agreement with the Lead Project Agency in form and substance acceptable by the Fund.
- 2. The State shall duly perform all its obligations under the Financing Agreement, the Subsidiary Agreement, and this Agreement. The State shall cause the Lead Project Agency to perform its obligations under the Project and under the Agreement entered into to implement the Project.
- 3. As provided for in the Financing Agreement, the State shall provide funds including its counterpart funds for implementing the project activities as per the approved Annual Work Plan and Budget (AWPB) net of funds available with the LPA, and shall ensure that under normal circumstances no budgetary cuts are imposed on the LPA.
- 4. The State, shall strive to undertake proactive measures for convergence of agriculture and allied central sector schemes and other Government schemes, for an amount of approximately forty eight million United States Dollars (USD 48 000 000) equivalent, and strive to ensure contributions from beneficiaries in an amount of approximately fourteen million one hundred eleven thousand United States Dollars (USD 14 111.000) equivalent to achieve the project development objective. In addition, the State shall ensure that the LPA endeavour to mobilize one hundred and eighty six million United States dollars (USD 186 000 000) equivalent from domestic financial institutions.
- 5. The State shall cause the LPA to enter into contracts, with service providers including for international technical assistance and administer the contracts as per the provisions contained therein. Contracts with the management consultancy facility and other technical assistance shall include an Accountability Matrix.
- 6. Procurement. The State shall cause the LPA to undertake procurement of goods, works and services including consultancy services under the Project, financed from the resources provided by the Fund, in accordance with IFAD Procurement Guidelines, December 2019 and IFAD Procurement Handbook, as amended hereafter from time to time. IFAD review of procurement actions, thresholds for procurement methods shall be as per the provisions of the Letter to the Borrower issued by the Fund and as amended from time to time.
- 7. The State shall ensure that the accounts of the Project are annually audited by a private audit firm empanelled by the Office of the Controller and Auditor General of the State of Uttarakhand. The terms of reference for the external audit will be agreed with the Fund; and the external audit will be conducted in accordance with the IFAD Handbook for Financial Reporting and Auditing for IFAD financed projects. In addition, the activities covered under the investment grant shall be subject to an annual operation audit by independent audit firms.

- 8. In addition, the State shall cause the LPA to establish a system of internal audit, whereby a firm of Chartered Accountants will be engaged to conduct internal audit of the Project Management Unit of the LPA, on an annual basis and reports to Chief Project Director of the LPA. The arrangements for the internal audit will be further detailed in the Project Implementation Manual.
- 9. Accounting and Financial management. The PIU will maintain an accounting software that satisfies National Accounting Standards and IFAD's requirements. Within 6 months from the date of entry into force, the current accounting software TALLY would have been customized to generate reports in the format required for preparation of the Project Financial Statements.
- 10. Monitoring and Evaluation. The State shall cause the LPA to develop a fully functional monitoring and evaluation system within 12 months from entry into force, in compliance with IFAD and the GoUK requirements. In addition, participatory monitoring will be conducted. The M&E system and the redressal process will be spelt out in the Project Implementation Manual.
- 11. In accordance with Section 12.01(a)(xxiii) of the General Conditions, the Fund may suspend, in whole or in part, the right of the State, after consultation with the Borrower, to request withdrawals from the Loan Account if the LPA has defaulted in the performance of any covenant set forth below, and the Fund has determined that such default has had, or is likely to have, a material adverse effect on the Project:
  - (a) Compliance with the Social Environmental and Climate Assessment Procedures (SECAP). The State shall cause the LPA to ensure that the Project Implementation Manual reflects the recommendations of the SECAP as they apply to the Project objectives and activities and as provided in Section II of this Agreement.
  - (b) Anticorruption Measures. The State shall ensure compliance and shall cause LPA to ensure compliance with IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations and shall ensure that the compliance provisions are extended to the entities/organizations/parties and contractors.
  - (c) Policy on Preventing and Responding to Sexual Harassment and Exploitation and Abuse. The State shall cause the LPA to comply with IFAD Policy on Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse and cause LPA to ensure that the compliance provisions are extended to the entities/organizations/parties and contractors engaged during implementation of the Project.
  - (d) Zero tolerance for Child Labour. The State shall cause the LPA to ensure compliance with the State's zero tolerance policy against child labour.
- 12. Use of Project Vehicles and Other Equipment. The State shall ensure that:
  - (a) all vehicles and other equipment procured under the Project are allocated to the PMU and other Implementing Agencies for Project implementation;
  - (b) The types of vehicles and other equipment procured under the Project are appropriate to the needs of the Project; and
  - (c) All vehicles and other equipment transferred to or procured under the Project are dedicated solely to Project use.
- 13. IFAD Client Portal (ICP) Contract Monitoring Tool. The State shall ensure that a request is sent to IFAD to access the Project procurement Contract Monitoring Tool in the

IFAD Client Portal (ICP). The State shall ensure that all contracts, memoranda of understanding, purchase orders and related payments are registered in the Project Procurement Contract Monitoring Tool in the IFAD Client Portal (ICP) in relation to the procurement of goods, works, services, consultancy, non-consulting services, community contracts, grants and financing contracts. The State shall ensure that the contract data is updated on a quarterly basis during the implementation of the Project.

14. The Key Project Personnel are: Project Director, Financial Specialist, Officer for Monitoring and Evaluation, Procurement Officer and Environment and Climate Assessment Specialist.

## **SECAP Provisions**

- 15. The State shall, and shall cause the LPA to carry out the preparation, design, construction, implementation, and operation of the Project in accordance with the measures and requirements set forth in the Social, Environmental Climate Assessment Procedures of IFAD ("SECAP 2017 Edition"), as well as with all applicable laws and regulations to the Borrower and/or the sub-national entities relating to social, environmental and climate change issues in a manner and substance satisfactory to IFAD. The State shall not amend, vary or waive any provision of the SECAP 2017 Edition, unless agreed in writing by the Fund in the Financing Agreement and/or in the Management Plan(s), if any.
- 16. For projects presenting Category A social and environmental risks, the State shall carry out the implementation of the Project in accordance with the measures and requirements set forth in the Environmental and Social Impact Assessments (ESIAs)/Environmental and Social Management Frameworks (ESMFs) and/or Resettlement Action Plans/Frameworks (RAPs/Fs) and Environmental and Social Management Plans (ESMPs) for Category A projects and Free, Prior and Informed Consent (FPIC) Plans, FPIC Implementation Plans, Indigenous Peoples Plans (IPPs), Pesticide Management Plans, Cultural Resources Management Plans and Chance Finds Plans] (the "Management Plan(s)"), as applicable, taken in accordance with SECAP requirements and updated from time to time by the Fund.

The State shall not amend, vary or waive any provision of the ESMPs and Management Plan(s), unless agreed in writing by the Fund and if the State has complied with the same requirements as applicable to the original adoption of the ESMPs.

- 17. The State shall cause the LPA to comply at all times while carrying out the Project with the standards, measures and requirements set forth in the SECAP 2017 Edition and the Management Plan(s), if any.
- 18. The State shall cause the LPA to disclose the draft and final ESIA reports and all other relevant Management Plan(s) with Project stakeholders and interested parties in an accessible place in the Project -affected area, in a form and language understandable to Project affected persons and other stakeholders. The disclosure will take into account any specific information needs of the community (e.g. culture, disability, literacy, mobility or gender).
- 19. The State will ensure that a project -level grievance mechanism is established that is easily accessible, culturally appropriate, available in local languages, and scaled to the nature of the Project's activity and its potential impacts to promptly receive and resolve concerns and complaints (e.g. compensation, relocation or livelihood restoration) related to the environmental and social performance of the Project for people who may be unduly and adversely affected or potentially harmed if the Project fails to meet the SECAP related policies. The Project -level grievance mechanism needs to take into account indigenous

peoples, customary laws and dispute resolution processes. Traditional or informal dispute mechanisms of affected indigenous peoples should be used to the greatest extent possible.

- 20. The State shall take appropriate and necessary actions to implement the agreed actions resulting out of the Mid Term Review and the annual Supervision Missions.
- 21. The State shall nominate and confirm to the Fund in writing, the independent and competent authority responsible for receiving, reviewing and investigating allegations of fraud and corruption initially and all further changes/revisions to the nominated authority.
- 22. This Agreement shall come into force and effect on the date upon which the Financing Agreement enters into force. It shall terminate on the date on which the Financing Agreement terminates.

#### Section C

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

For the State:

Chief Secretary Government of Uttarakhand Dehradun

For the Fund:

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

This Agreement has been prepared in the English language in three (3) original copies, one (1) for the Fund, one (1) for the State and one (1) for the Borrower.

| STATE OF UTTARAKHAND |         |  |  |
|----------------------|---------|--|--|
|                      |         |  |  |
| [Authorized Represen | tative] |  |  |
|                      |         |  |  |
| Dated:               | <u></u> |  |  |

| INTERNATIONAL FUND FOR AGRICULTURAL DEVELOPMENT |  |  |
|---|--|--|
|   |  |  |
| President                                       |  |  |