
Federative Republic of Brazil

Piauí Inclusive and Sustainable Project

Negotiated financing and guarantee agreements

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Negotiated financing agreement: "Piauí Inclusive and Sustainable Project"

(Negotiations concluded on 31 August 2022)

Loan No: _____

Project Name: Integrated Project for Water Security, Environmental Sustainability and Socio-productive Development of the Piauí and Canindé Rivers Basin, State of Piauí - Piauí Inclusive and Sustainable Project (PSI) (the "Project")

State of Piauí - Federative Republic of Brazil (the "Borrower/Recipient")

and

The International Fund for Agricultural Development (the "Fund" or "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 Project described in Schedule 1 to this Agreement;

WHEREAS, the Project shall be co-financed by the Inter-American Development Bank (the "IDB"). The Borrower and the IDB will enter into a financing agreement (the "IDB Loan Agreement") to provide one hundred million United States Dollars (USD 100 000 000) for the Project;

WHEREAS, the Fund and IDB will enter into a Coordination Agreement (the "Coordination Agreement") to establish the responsibilities of IDB as the administrator (the "Cooperating Institution") of the execution of the activities financed through the IFAD Loan;

WHEREAS, the Fund has agreed to provide financing for the Project;

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), the Allocation Table (Schedule 2) and the Special Covenants (Schedule 3).

2. The Fund's General Conditions for Agricultural Development Financing dated 29 April 2009, amended as of December 2020 (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 to the Borrower (the "Loan" or "Financing"), which the Borrower shall use to implement the Project in accordance with the terms and conditions of this Agreement.

4. The Loan is to be guaranteed by the Federative Republic of Brazil (the "Guarantor") on the 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 Loan is up to eighteen million United States dollars (USD 18 000 000)
2. The Loan 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 on which the Fund has determined that all general conditions precedent to withdrawal have been fulfilled in accordance with Section 4.02(b) of the General Conditions.
3. The Loan Service Payment Currency shall be in United States dollars (USD).
4. The first day of the applicable Fiscal Year shall be 1 January.
5. Payments of principal and interest shall be payable on each 15 May and 15 November.
6. There shall be a Designated Account opened by and held in the name of the Borrower in USD, for the exclusive use of the Project. The Borrower shall inform the Fund of the officials authorized to operate the Designated Account.
7. There shall be a Project Account in Brazilian Real (BRL) for the benefit of the Government of the State of Piauí in a bank selected by the Borrower.
8. The Borrower shall provide counterpart financing for the Project in the amount of four million five hundred thousand United States dollars (USD4,500,000), which shall also include the payment of taxes.

Section C

1. The Lead Programme Agency shall be the Secretariat of Planning of the State of Piauí (SEPLAN) or its successor with the same attributions and legal competencies, subject to prior approval by the Fund for the purposes of the Project.
2. The following are designated as additional Project Parties: Secretariat of Family Farming (SAF), the Secretariat of Environment and Water Resources (SEMAR) and the Land Institute of Piauí (INTERPI) or their successors with the same attributions and legal competencies, subject to prior approval by the Fund for the purposes of the Project.
3. A Mid-Term Review mission 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 mission of the implementation of the Project.
4. The Project Completion Date shall be the sixth anniversary of the date of entry into force of this Agreement and the Financing Closing Date shall be 6 months later, or such other date as the Fund may designate by notice to the Borrower.
5. Procurement of goods, works and services financed by the Financing shall be carried out:
 - (a) in accordance with the provisions of the IDB Policy for the Procurement of Goods and Works Financed by the IDB (GN-2349-15) and the Policy for the Selection and Contracting of Consultants Financed by the IDB (GN-2350-15) as referred in the Coordination Agreement between IDB and IFAD.

Section D

1. The Loan shall be administered by the Fund.
2. The Project shall be supervised by the IDB as the Cooperating Institution.

Section E

1. The following are designated as additional grounds for suspension of this Agreement:
 - (a) The Project Implementation Manual (PIM) (*Regulamento Operacional do Projeto* (ROP) in IDB language) and/or any provision thereof, has been waived, suspended, terminated, amended or modified without the prior agreement of IDB, 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 are designated as additional (general/specific) 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 authorities;
 - (b) The PIM (ROP in IDB language) shall have been agreed;
 - (c) The Project Designated Account and the operational accounts shall have been opened.
 - (d) The Project Management Unit (PMU) shall have been established within SEPLAN and its members appointed.
 - (e) The IDB Loan Agreement shall have entered into full force and effect.
 - (f) The right of the Borrower to withdraw the proceeds of the IDB Loan Agreement has not been suspended, cancelled or terminated, in whole or in part, or the IDB Loan has become due and payable prior to the agreed maturity thereof provided that the Parties could not have reached an agreement on a mutual solution.
4. The following provisions of the General Conditions shall not apply to this Agreement:

Section 5.02; (Repayments and Prepayments of Principal):

- (c) The Fund may modify the repayment terms applicable to the principal amount of the Loan disbursed and outstanding in accordance with the applicable accelerated repayment and voluntary prepayment framework of the Fund.
- (d) Pursuant to paragraph (c) above, upon notification by the Fund to the Borrower, the Borrower shall repay twice the original amount of the remaining loan instalments of the withdrawn loan outstanding, along with any interest due.
- (e) If, at any time after the repayment terms have been modified pursuant to paragraph (c) above, the Fund determines that the Borrower's economic condition has deteriorated significantly, the Fund may, if so requested by the Borrower, further reverse the terms of repayment of the principal amount to the ones originally agreed upon in this Agreement.

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

For the Borrower:

Palácio de Karnak
Avenida Antonino Freire, n. 1450
Centro Sul
CEP: 64001-040
Teresina, Estado do Piauí

Procuradoria-Geral da Fazenda Nacional
Coordenação-Geral de Operações Financeiras da União
Esplanada dos Ministérios, Bloco "P", 8º Andar, Sala 803
CEP 70040-900, Brasília, Distrito Federal, Brasil
Tel nº + 55 (61) 3412.2842
E-mail: apoioconf.df.pgfn@pgfn.gov.br

For the Fund:

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 Borrower and one (1) for the Guarantor.

THE STATE OF PIAUÍ

"[Authorised Representative Name]"
"[Authorised Representative title]"

Date: _____

INTERNATIONAL FUND FOR AGRICULTURAL DEVELOPMENT

President

Date: _____

Schedule 1

Project Description and Implementation Arrangements

I. Project Description

1. *Target Population.* The target population comprises family farmers and rural populations living in poverty and extreme poverty in the Project area.

2. *Project area.* The Project area will cover 138 municipalities. The geographic targeting strategy is based on the state priority for water investments in the watershed of the Piauí and Canindé rivers in Piauí's semiarid region and selects areas with high levels of poverty and vulnerability to climate change, food and nutrition insecurity, and a low human development index (the "Project Area").

3. *General Objective.* The general objective of the Project is to improve the rural population's income, food security, nutrition, access to basic services and adaptation to climate change.

4. *Specific objectives.* The specific objectives are to: (i) improve access to water for human consumption and agricultural production; (ii) improve the environmental conditions of rural families and their surroundings; and (iii) increase the adoption of agricultural technologies, with an emphasis on climate change adaptation and mitigation, and improve the integration of producers into value chains, especially women, youth and Afro-descendants (quilombolas).

5. *Components.* The Project shall consist of the following Components:

5.1 Component 1. Water security and rural sanitation

5.1.1 . The component will fund: (i) small works in rural communities to improve the supply of potable water, including individual cisterns to collect and store rainwater for human consumption, domestic water supply networks and fountains; (ii) basic sanitation (simplified individual systems); and (iii) wet passages to reduce transport disruptions in the rainy season.

5.1.2 The works that will be funded by component 1 must meet the following eligibility criteria: (i) correspond to rural water supply works (cisterns, water supply networks with home connection and hydrometer, fountains), sanitation (simplified individual systems) and wet passages; (ii) demonstrate socioeconomic feasibility, in accordance with the cost-benefit and cost-effectiveness simplified analysis methodologies accepted by the IDB applied to the selected sample; and (iii) comply with applied socio-environmental requirements of the Project's Environmental and Social Management Framework (MGAS).

5.1.3 For water supply networks with a home connection and a water meter, the following eligibility criterion will also apply: a cooperation agreement must be signed between the respective municipality and the Integrated Rural Sanitation System (SISAR), with the objective of formalizing the obligations related to the operation and management of the collective water system. For wet passages, the following eligibility criterion will apply: a legal instrument must be signed between the Borrower and the respective municipality, in which the municipality assumes responsibility for maintaining the infrastructure of the works.

5.2 Component 2. Adaptation to Climate Change and Inclusive Social and Environmental Recovery.

5.2.1 This component will fund four types of interventions: (i) Productive Adaptation Plans (PAPs); (ii) Business Plans (PNs); (iii) Environmental Recovery Plans (PRAs); and (iv) land and environmental regularization. The plans will benefit producer organizations, with a focus on women, youth and traditional communities, especially Afro-descendants, who will participate in their formulation and implementation. Land and environmental regularization

will be carried out mainly in Afro-descendant communities. PAPs will benefit producers' group and will finance mainly inputs, tools, equipment, technical assistance, and small-scale works and will focus on the strengthening of food security and nutrition. PNs will finance cooperatives and economic organizations and will include mainly specialized technical assistance and finance to enhance the production, storage, processing and marketing of products.

5.2.2 The PRAs will fund technical assistance and investments by community producer groups to restore vegetation cover in deteriorated areas of the Piauí-Canindé watershed. The Component will also provide funding for land and environmental regularization for the collection of information, georeferencing, Rural Environmental Registry (CAR for its acronym in Portuguese) registration and issuance of property titles.

5.2.3 To enhance the income for women, Afro-descendants and youth, at least 25% of total resources for PAPs will go to associations and cooperatives that have a majority and are led by women, at least 15% to Afro-descendants communities and at least 5% to youth-only groups. Prioritization criteria will also be defined for PAPs and PNs that favour mixed groups with a higher proportion of women, youth and Afro-descendant producers. Each plan will fund a maximum of US\$4,000 per beneficiary and US\$400,000 per plan for PAPs and US\$600,000 for PNs. The PRAs will fund a maximum of US\$1,500 per beneficiary and US\$33,000 per plan. The Project Implementation Manual (PIM) (ROP in IDB language) will contain additional requirements applicable for PAPs, PNs and PRAs.

5.3 Component 3. Institutional strengthening

5.3.1 The component's objective is to improve the capacities of key institutions in rural development. This component will fund three types of actions: (i) capacity building plans that will include training, consultancy, equipment, vehicles and information systems to improve the management of the main public rural development institutions, as well as to strengthen community organizations for the operation and maintenance of water supply and sewage sanitation works; (ii) studies to improve knowledge on relevant technical, environmental and social aspects of the Piauí-Canindé basin; technical, economic, environmental and social feasibility of engineering studies of basic projects to regularize the availability of water supply in the basin; and (iii) diagnostics and pilot experiences that contribute to the development of a state policy to support innovation in rural areas.

II. Implementation Arrangements

6. *Lead Project Agency.* The Lead Project Agency of the Project will be the Borrower, through the State Secretariat for Planning (SEPLAN), in which a Project Management Unit (PMU) will be created. The Secretary of State for Family Farming (SAF), the Secretary of State for the Environment and Water Resources (SEMAR) and the Land Institute of Piauí (INTERPI) will act as additional Project parties in the implementation of the Project's actions, in accordance with their legal competences.

7. *Project Coordination Committee.* A Project Coordination Committee with operational responsibilities will also be created, composed of representatives of the UCP and the operational teams of SAF, SEMAR and INTERPI.

8. *Project Management Unit (PMU).* The Lead Project Agency, through the PMU, will be responsible for the overall management and coordination of the Project, and will ensure compliance with this Agreement and the PIM. Among other attributions, it will be responsible for: (i) maintaining formal communication with the IDB; (ii) submit disbursement and accountability requests to the IDB; (iii) coordinate monitoring and evaluation activities; (iv) submit to the IDB the consolidated Annual Operational Plan and Budget (AWPB), Implementation Plan of the Project (PEP), Procurement Plans and progress reports; and (v) coordinate with SAF, SEMAR and INTERPI the execution of activities, monitor the execution of the budget and obtain the necessary inputs for the financial records and the due rendering of accounts to the IDB. The PMU will have the following

minimum team: (i) a project coordinator; (ii) a finance specialist; (iii) two procurement specialists; (iv) an environmental specialist; (v) a gender specialist; and (vi) a monitoring and evaluation (M&E) specialist and (vii) a civil engineer. SAF will be responsible for Component 1. Component 2 will be the shared responsibility of SAF (PAPs and PNs), SEMAR (PRAs) and INTERPI (land and environmental regularization). SEPLAN will be responsible for Component 3, with the support of SAF, SEMAR and INTERPI.

9. *Monitoring and Evaluation (M&E)*. The Project will also fund equipment and consultancy needed for administration and management, monitoring and evaluation, knowledge management and auditing.

10. *Knowledge Management (KM) and Policy Dialogue*. IFAD strong collaboration with the State of Piauí led to the production of Knowledge Management materials for many of the areas which will be covered by the PSI. It has also developed partnerships in Piauí in knowledge management, which will be linked to policy dialogue initiatives.

11. *Project Implementation Manual (PIM) (ROP in IDB language)*. The Project implementation will be in accordance with this Agreement and the PIM. In case of discrepancy between this Agreement and the PIM, the Agreement will prevail. Any change or modification in the PIM, will require prior no objection from the IDB. The PIM will include operational details regarding the IDB and IFAD financing and supervision arrangements.

Schedule 2

Allocation Table

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

Component	IFAD Loan Amount Allocated (Expressed in USD)	State of Piauí Amount Allocated (Expressed in USD)	Percentage
Water security and rural sanitation	7 238 000	1 809 000	IFAD 100% net of taxes
Adaptation to climate change and Inclusive Social and Environmental Recovery	8 690 000	2 173 000	IFAD 100% net of taxes
Institutional Strengthening	864 000	216 000	IFAD 100% net of taxes
Management, monitoring, evaluation, knowledge management and auditing	1 208 000	302 000	IFAD 100% net of taxes
TOTAL	18 000 000	4 500 000	

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

- (i) *Water security and rural sanitation:* Eligible Expenditures under Component 1 including small works, consultancies, studies, technical assistance, workshops, training, goods, services, equipment, and materials.
- (ii) *Adaptation to climate change and Inclusive Social and Environmental Recovery:* Eligible Expenditures under Component 2, including grants and subsidies for productive investments, small works, consultancies, studies, technical assistance, workshops, training, goods, services, equipment and materials;
- (iii) *Institutional Strengthening:* Eligible Expenditures under Component 3, including small works, consultancies, studies, technical assistance, workshops, training, goods, services, equipment and materials.
- (iv) *Management, monitoring, evaluation, knowledge management and auditing:* Eligible Expenditures for the operation of the Project, including salaries and allowances (in the case of permanent staff, to be financed only by the State Government), consultancies, studies, workshops,

training, goods, services, equipment, and materials, related to both the PMU and the Territorial Management Units (TMU).

2. *Disbursement arrangements*

(a) *Start-up Costs.* Withdrawals in respect of expenditures for start-up costs (in III and IV component(s) incurred before the satisfaction of the general conditions precedent to withdrawal shall not exceed an aggregate amount of USD 200 000the following amounts per component. Activities to be financed by Start-up Costs will require the no objection from IFAD to be considered eligible.

Negotiated guarantee agreement: "Piauí Inclusive and Sustainable Project"

(Negotiations concluded on 31 August 2022)

This GUARANTEE AGREEMENT is signed on ____, 2022 between the FEDERATIVE REPUBLIC OF BRAZIL (hereinafter referred to as "Guarantor") and the INTERNATIONAL FUND FOR AGRICULTURAL DEVELOPMENT (hereinafter referred to as "IFAD" or "the Fund" and together the "Parties").

WHEREAS:

Through Financing Agreement No. _____(hereinafter referred to as "Financing Agreement"), entered into on this same date in _____, between IFAD and the State of Piauí of the Federative Republic of Brazil (hereinafter referred to as "Borrower"), IFAD has agreed to provide the Borrower with a Financing of a Loan of eighteen million United States dollars (USD 18 000 000), provided that the Guarantor guarantees the Borrower's financial obligations for the Loan and remains fully bound until full payment of such obligations stipulated in the referred Financing Agreement and that the said Guarantor contracts the additional obligations specified in this Agreement.

The Guarantor, given the fact that IFAD signed the Financing Agreement with the Borrower, agreed to guarantee unconditionally and irrevocably the due and timely payment of the principal, interest and other charges of the Loan, in accordance with the provisions of this Agreement.

THE PARTIES agree the following:

1. The following documents collectively constitute an integral part of this Agreement: this Agreement, the Financing Agreement, and the Fund's General Conditions for Agricultural Development Financing dated 29 April 2009, as amended in December 2020 (the "General Conditions"). Unless the context otherwise requires, the several terms defined in the General Conditions and the Financing Agreement have the respective meanings therein set forth.
2. The Guarantor hereby unconditionally and irrevocably guarantees, as primary obligor and not as surety merely, the due and timely payment of the principal of, and the payment of interest and other charges on the Loan due under the Financing Agreement whose terms the Guarantor declares to be fully aware of. These financial obligations do not include the commitment by the Borrower to provide additional resources to the execution of the Project.
3. The Guarantor undertakes not to take any action or allow, within the scope of its competence, measures to be taken that hinder or prevent the execution of the Project or obstruct the fulfillment of any obligation of the Borrower established in the Financing Agreement.
4. In cases of amendments to the Financing Agreement, the Borrower must obtain the prior approval of the Guarantor to any modifications or amendments to the Financing Agreement.
5. The Guarantor undertakes to:
 - (a) cooperate, within the scope of its competence, to ensure the fulfillment of the objectives of the Financing;

- (b) inform IFAD, as urgently as possible, of any fact that makes it difficult or may make it difficult to achieve the objectives of the Financing, or the fulfillment of the Borrower's obligations;
 - (c) within its competence, provide IFAD with the information it reasonably requests regarding the Borrower's situation;
 - (d) facilitate to IFAD's representatives, within the scope of its competence, the exercise of their functions related to the Loan and the execution of the Project; and
 - (e) inform IFAD, as urgently as possible, if it is, in compliance with its obligations as a joint debtor, making payments corresponding to the Loan.
6. The Guarantor agrees that both the principal and interests, and other charges on the Loan will be paid without any reduction or restriction, free of any taxes, fees, duties or charges set forth in the laws of the Federative Republic of Brazil, and that both this Agreement and Financing Agreement will be exempt from any applicable tax, fee or duty in connection with the execution, registration and execution of contracts.
 7. The Guarantor will not be released from any liability with IFAD until the Borrower has fully complied with all the financial obligations assumed in the Financing Agreement. In the event of any default by the Borrower, the Guarantor's obligation will neither be subject to any notification or challenge, nor to any procedural formality, demand or prior action against the Borrower or against the Guarantor itself. 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. The Guarantor also expressly waives any rights, order or excussion benefits, faculties, favors or resources that assists, or may assist the Guarantor. The Guarantor declares itself aware that it will not release any of its liability to IFAD if there is: (a) an omission or abstention by IFAD in the exercise of any rights, powers or remedies that has against the Borrower; (b) IFAD's tolerance or agreement with the Borrower's default or delays that he may incur in fulfilling its obligations; (c) deadlines extensions or any other concessions made by IFAD to the Borrower, provided that it has the prior consent of the Guarantor; (d) alteration, amendment or revocation, in whole or in part, of any of the provisions of the Financing Agreement, provided that they are made with the prior consent of the Guarantor.
 8. IFAD's delay or abstention in the exercise of the rights agreed in this Agreement cannot be interpreted as a waiver of such rights, nor as an acceptance of the circumstances that would allow it to exercise them.
 9. Any dispute that arises between the Parties regarding the interpretation or application of this Agreement, which cannot be resolved by mutual agreement, will be subject to arbitration, as established in Section 14.04 of the General Conditions. For the purposes of this arbitration, all references made to the Borrower in the aforementioned Section apply to the Guarantor.
 10. Unless a written agreement stipulates another procedure, all notices, requests or communications that the contracting Parties must send to each other under this Agreement must be made, without exception, in writing and will be considered effective upon their delivery to the addressee, by any usual means of communication, at the address indicated below:

For IFAD:

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

For the Guarantor:

Ministério da Economia
Procuradoria-Geral da Fazenda Nacional
Esplanada dos Ministérios, Bloco P, 8º Andar
CEP: 70.048-900 Brasília, DF
Brasil
Fax: +55 (61) 412-1740

Copy to:

Ministério da Economia
Secretaria do Tesouro Nacional
Coordenação-Geral de Controle da Dívida Pública
Esplanada dos Ministérios, Bloco P, Ed. Anexo, Ala A, 1º andar, sala 121
CEP 70048-900
Brasília – DF – Brasil
mail: geror.codiv.df.stn@tesouro.gov.br; codiv.df.stn@tesouro.gov.br

IN WITNESS WHEREOF, the Guarantor and IFAD, each acting through its authorized representative, have signed this Agreement in two (3) copies one for IFAD, one for Guarantor and one for Borrower, of equal content and for a single effect in [*place of signature*] on the date indicated above.

FEDERATIVE REPUBLIC OF BRAZIL

INTERNATIONAL FUND FOR AGRICULTURAL
DEVELOPMENT (IFAD)

[Name]
[Position]

[Name]
[Position]