

GRANT NUMBER [*Country code-RS-001*]

GRANT AGREEMENT

THIS GRANT AGREEMENT is made and entered into on this ___ day of _____, 201___,

BETWEEN

[**COUNTRY**], acting through [*name ministry/agency/other*] as its [national designated authority referred to in paragraph 46 of the Governing Instrument for the Green Climate Fund (“NDA”)] [**Focal Point**], represented by [*name*][*title*] (“**Recipient**”);

OR

[**NAME OF DELIVERY PARTNER**], [a non-profit organization/international or multilateral organization/development bank/private/ public company with limited liability], organized and existing [under the laws of [*specify country*]] [pursuant to [*specify authorizing instrument*]] and having its registered office at [*specify address*], represented by [*name*], [*title*] (“**Recipient**”); and

THE GREEN CLIMATE FUND, established under the United Nations Framework Convention on Climate Change (“Convention”) and designated as an operating entity of the financial mechanism under Article 11 of the Convention pursuant to the Governing Instrument for the Green Climate Fund (“Governing Instrument”), possessing juridical personality in order to operate effectively internationally, having such legal capacity as is necessary for the exercise of its functions and the protection of its interests and having its headquarters at Songdo, Incheon, Republic of Korea represented by [*name*], [*title*] (the “**Fund**”).

WHEREAS

- (A) [the Recipient has applied to the Fund for a grant for Readiness Support as described herein pursuant to paragraph 40 of the Governing instrument and Decision B.08/11 of the Fund’s Board] **OR** [the Recipient has been selected by the [national designated authority referred to in paragraph 46 of the Governing Instrument for the Green Climate Fund (“NDA”)] [**Focal Point**], represented by [*name*][*title*] to implement the Readiness Support; and
- (B) the Fund is willing to make a grant to the Recipient upon the terms and conditions set forth herein;

NOW THEREFORE the parties hereto agree as follows:

ARTICLE I

Standard Conditions and Policy on Prohibited Practices; Definitions

Section 1.01. (a) The Standard Conditions and the Policy on Prohibited Practices, both of which are defined below, constitute integral parts of this Grant Agreement and are made hereto with the same force and effect as if they were fully set forth herein.

- (b) Without limiting the foregoing, this Grant Agreement includes all schedules, appendices, attachments and annexes to this Grant Agreement.

Section 1.02. Wherever used in this Grant Agreement, terms defined in the Standard Conditions shall have the respective meanings therein set forth unless modified herein or the context otherwise requires. Additional terms used in this Grant Agreement shall have the following meanings:

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- (a) "Board" means the board of the Fund established pursuant to the provisions of the Governing Instrument;
- (b) "Confidential Information" means information, however recorded or preserved, disclosed by either of the parties to the other, relating to the Readiness Support, which is described and/or marked as "confidential" at the time of disclosure;
- (c) "Disbursement Schedule" means the disbursement schedule or plan set out in the approved proposal for the Readiness Support dated *[specify date]* in Annex 1 hereto;
- (d) "Focal Point" means the individual or authority designated by a developing country party to the convention to fulfil all functions of an NDA on a temporary basis, until it has designated an NDA;
- (e) "Grant Term" has the meaning ascribed thereto in Section 3.01 of this Grant Agreement;
- (f) "Information Disclosure Policy" means the information disclosure policy of the Fund adopted by Decision B.12/35, as amended from time to time, and any successor document thereto;
- (g) "NDA" has the meaning ascribed thereto in recital (A) above;
- (h) "Procurement Plan" means the procurement plan for the Readiness Support set out in the approved proposal dated *[specify date]* in Annex 1 hereto or which has been agreed to by the Fund subsequently and submitted with the disbursement requests by the Recipient ;
- (i) "Policy on Prohibited Practices" means the Fund's interim policy on prohibited practices adopted by Decision B.12/31 by the Board;
- (j) "Readiness Support" means the readiness support described in the approved proposal dated *[specify date]* in Annex 1 hereto;
- (k) "Standard Conditions" means the Standard Conditions for Readiness and Preparatory Support Grants provided by the Green Climate Fund (April 2016); [and]
- (l) *[specify additional definitions not listed in Standard Conditions]*.

ARTICLE II The Grant

Section 2.01. Subject to the terms and conditions of this Grant Agreement, the Fund agrees to make available to the Recipient the amount [of] [not exceeding] _____ Dollars (\$_____).

ARTICLE III Effective Date; Grant Term

Section 3.01. Except as the Fund and the Recipient may otherwise agree and as specified in writing by the Fund, (a) the Effective Date of this Grant Agreement shall be the date upon which the Fund dispatches to the Recipient notice of its acceptance of the evidence required by Section 14.01 of the Standard Conditions, and (b) the Grant Term shall be from the Effective Date to *[insert date six months after the estimated completion of the Readiness Support]*.

Section 3.02. Unless as the Fund may otherwise agree, a date [90 days] after the date of this Grant Agreement is specified for effectiveness of this Grant Agreement for the purposes of Section 14.03 of the Standard Conditions. (Termination for Failure to Become Effective).

Section 3.03. Notwithstanding the foregoing, this Section 3 and 10 of the Grant Agreement and Sections 10, 11, 12, 13, 15, 16, 17, 18, 19, 21 of the Standard Conditions shall be effective from the date of this Grant Agreement.

Section 3.04. This Grant Agreement and all obligations of the parties hereunder shall terminate on the date 3 years after the expiry of the Grant Term.

ARTICLE IV Use of Proceeds of the Grant

Section 4.01. (a) The Recipient shall (i) apply the proceeds of the Grant to the financing of Eligible Expenditures in respect of Goods and Services in accordance with the provisions of this Grant Agreement; (ii) ensure that the Grant proceeds are used for their intended purposes in accordance with the generally accepted principles of economy, efficiency, transparency and accountability; (iii) cause the Readiness Support to be carried out in conformity with sound administrative, technical, financial, business and development practices, and (iv) ensure that the Readiness Support activities are carried in accordance with the terms and conditions of this Grant Agreement, including the Standard Conditions and the Policy on Prohibited Practices.

(b) The proceeds of the Grant shall be allocated and applied as set forth in Annex 1 to this Grant Agreement, which may be amended from time to time by agreement between the Recipient and the Fund.

Section 4.02. Except as the Fund may otherwise agree, the Recipient shall procure, or cause to be procured, all Goods and Services in accordance with the Procurement Plan.

ARTICLE V Payment of Grant Proceeds

Section 5.01. Notwithstanding any other provision of this Grant Agreement, payments to the Recipient shall be made only upon fulfillment by the Recipient of: (a) the requirements set forth in Section 6.01 of the Standard Conditions; and (b) the following further conditions for disbursement; ***[specify special conditions precedent for disbursement, if any]***, to the satisfaction of the Fund.

Section 5.02. Payment of the Grant proceeds shall be made in accordance with the indicative Disbursement Schedule included in the approved proposal as set forth in Annex 1 to this Grant Agreement and upon submission by the Recipient of appropriate reports, along with Requests for Disbursement, in a form and substance acceptable to the Fund:

Section 5.03. All disbursements upto the amounts specified in the Disbursement Schedule shall be made by the Fund following the receipt of a written disbursement request submitted by the Recipient and provided the applicable requirements as regards reporting and information as to the date of request have been satisfied. Each disbursement request should include information on the Procurement Plan, the budget and list activities to be implemented for the requested amount.

Section 5.04 All payments of the Grant proceeds shall be made in **[specify currency]**, to the following [bank account][ledger account]:

[Bank Account / Ledger Account Details]

ARTICLE VI
Audits; Other Covenants

Section 6.01. The Recipient shall (i) have Financial Statements audited [*insert period*] by independent auditors whose qualifications, experience and terms of reference are acceptable to the Fund, in accordance with international standards for auditing or the national equivalent acceptable to the Fund; (ii) as part of each such audit, have the auditors prepare a report (which includes the auditors' opinion on the Financial Statements, use of the Grant proceeds and compliance with the covenants of this Grant Agreement); and (iii) furnish to the Fund, [*no later than [3] months after [the end of each related [fiscal][calendar] year] OR [completion of the Readiness Support]*], copies of such audited Financial Statements and audit report, all in the English language, and such other information concerning these documents and the audit thereof as the Fund may from time to time reasonably request.

Section 6.02. For the purposes of Section 7.07 of the Standard Conditions, the Recipient shall submit, or cause to be submitted, to the Fund (i) Readiness Reports as follows: [*specify the intervals and/or dates for submission of each of the Readiness Reports*]; and (ii) the Completion Report(s) no later than [*insert proposed timing for submission of Completion Report(s)*].

Section 6.03. In addition to the reports and information set forth in Sections 7.07 and 7.08 of the Standard Conditions, the Recipient shall furnish, or cause to be furnished, to the Fund all such reports and information as the Fund shall reasonably request concerning [*specify types of documents/information that may be requested by the Fund based on the particulars of the specific Readiness Support proposal*].]

Section 6.04. In implementing the Readiness Support activities, the Recipient shall ensure that there are no adverse environmental and/or social risks and/or impacts within the meaning of the Environmental and Social Safeguards. If, during the course of implementation, such risks and/or impacts arise, the Recipient shall inform the Fund promptly, and comply forthwith with the requirements set forth in the Environmental and Social Safeguards.

[Section 6.05. The Recipient shall use its best efforts to secure recognition of the Fund by the Host Country, through a bilateral agreement or other arrangement, as an international institution to which the privileges, immunities and exemptions normally granted to international organizations apply.][*Include if Recipient is a Delivery Partner*]

[ARTICLE VII]
[Fiduciary Agent]

[Section 7.01. For the purposes of the Section 5.03 of the Standard Conditions, the Fiduciary Agent and the principal representative thereof shall be [*insert name of Fiduciary Agent if applicable (e.g., UNOPS) and individual(s) designated as principal representative(s)*].

[ARTICLE VIII]
[Modifications to Standard Conditions]; Conflicts of Interest]

[Section 8.01. [*list modifications to the Standard Conditions, if any, including provisions of the Standard Conditions that do not apply to the Recipient*]

[Section 8.02. [*describe actual/potential conflict of interest, and mechanism for managing the same*]

ARTICLE IX
Miscellaneous

Section 9.01. The [*specify the office/position of authorized individual*] is designated as the Recipient's Representative for the purposes of Section 21.02 of the Standard Conditions.

Section 9.02. Any notice, requests including disbursement requests, documents, reports or other communication required or permitted to be given or made under the Grant Agreement, and any other agreement between any of the parties contemplated by this Grant Agreement, shall be in writing, and furthermore, shall be delivered by hand or by facsimile or email to the party to which it is required or permitted to be given or made to the following addresses:

For the Recipient

[*specify addressee/address/facsimile number/email address*]

For the Fund

Director Country Programming

Green Climate Fund

175, Art Center-daero

Yeonsu-gu, Incheon 22004

Republic of Korea

[*specify facsimile number/email address*]

ARTICLE X
Confidentiality

Section 10.01. The Parties undertake that no party shall at any time disclose to any person any Confidential Information except as permitted by Section 10.02.

Section 10.02. Each Party may disclose the other Party's Confidential Information to its employees, officers, representatives, consultants or advisers, and in the case of the Fund, its Board members, alternate Board members and their advisers, who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with this Grant Agreement. Each Party shall ensure that its employees, officers, representatives, consultants or advisers to whom it discloses the other Party's confidential information comply with this Section 10 and the Fund shall ensure that its Board members, alternate Board members or their advisers shall also comply with this Section 10, provided, however, that the Recipient acknowledge and agree that Board members, alternate Board members and their advisers may provide Confidential Information to the governments of the countries in their respective constituencies in the course of their official duties for their respective home country pursuant to the policy on ethics and conflicts of interest for the Fund's Board, as may be amended from time to time.

Section 10.03. The provisions of this Section 10 shall not apply to any information, including Confidential Information, that:

- (a) Is or becomes generally available to the public (other than as a result of its disclosure by the receiving Party or its representatives in breach of this Section 10);

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- (b) Was available to the receiving Party on a non-confidential basis before disclosure by the disclosing Party;
 - (c) Was, is or becomes available to the receiving Party on a non-confidential basis from a person who, to the receiving Party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving Party;
 - (d) The receiving Party is required to produce by any court, governmental or regulatory body or pursuant to any law, legal process, regulation, or governmental order, decree or rule, or which is necessary or desirable for the receiving Party to disclose in connection with any proceeding in any court or tribunal or before any regulatory authority in order to preserve its rights, provided that, prior to disclosing such information, the receiving Party provides prior written notice to the disclosing Party and advises the court, governmental authority, regulatory body or other entity requesting the disclosure that the disclosing party (i) in case of the Recipient, is a subsidiary organ of the United Nations, (ii) in case of the Fund, is an international organization, and, in both cases, as such has privileges and immunities, and requests that such court, governmental authority, regulatory body or other entity requesting the disclosure to contact the Recipient or the Fund, as the case may be, directly;
 - (e) The Parties agree in writing is not confidential or may be disclosed; or
 - (f) Is developed by or for the receiving party independently of the information disclosed by the disclosing party.

Section 10.04. No Party shall use the other Party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Grant Agreement, without obtaining the prior written consent of the other Party.

Section 10.05. Pursuant to the Information Disclosure Policy, the Fund may make publicly available certain information which is not marked confidential and update such information periodically as required by the Information Disclosure Policy.

Section 10.06. The obligations of confidentiality contained in this Section 10 shall continue for a period of two years from the date of disclosure. If requested by the disclosing Party, the receiving Party shall return to the disclosing Party all Confidential Information in written form or destroy or (to the extent technically practicable) permanently erase all Confidential Information provided to the receiving Party in written or electronic form save to the extent that Confidential Information which the receiving Party is required to retain by applicable law, rule or regulation, or if such information is contained in any computer records or files which have been created pursuant to the receiving Party's automatic archiving and back-up procedures, in which case, the Confidential Information retained shall continue to be kept confidential in accordance with the terms of this Section 10 in which case the provision on expiration of the confidentiality obligation shall not apply.

IN WITNESS WHEREOF the parties hereto, acting through their representatives thereunto duly authorized, have caused this Grant Agreement to be signed in their respective names as of the day and year first above written and to be delivered at the principal office of the Fund.

[RECIPIENT]

By _____

[Name]

[National Designated Authority/Focal Point]

GREEN CLIMATE FUND

By _____

[Name and Designation]

ANNEXURE 1
Approved Proposal for the Readiness Support