

AMENDMENT No.2

to the

**FUNDED ACTIVITY AGREEMENT
(GRANTS)**

between

UNITED NATIONS DEVELOPMENT PROGRAMME

and

GREEN CLIMATE FUND

for

**FUNDED ACTIVITY: FP019 “Priming Financial
and Land Use Planning Instruments to Reduce
Emissions from Deforestations”**

Dated 2 June 2021

TABLE OF CONTENTS

	Pages
Clause 1. General Provisions	2
Clause 2. Amendments to the FAA.....	2
Clause 3. Miscellaneous	2
<u>Annex</u>	
Annex 1. Revised Implementation Plan	4

Amendment No. 2 to the Funded Activity Agreement

This second amendment (the “**Amendment**” or “**Amendment No.2**”) is made and entered into on 2 June 2021 between:

UNITED NATIONS DEVELOPMENT PROGRAMME, an international organization established by the General Assembly of the United Nations pursuant to its resolution 2029(XX) of 22 November 1965 and having its registered office at One UN Plaza, New York, New York 10017, United States of America (the “**Accredited Entity**” or “**UNDP**”); and

The **GREEN CLIMATE FUND**, designated as an operating entity of the financial mechanism under Article 11 of the United Nations Framework Convention on Climate Change and established pursuant to the Governing Instrument for the Green Climate Fund, approved by the COP at its seventeenth session on 11 December 2011 and is annexed to Decision 3/CP.17, 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 (“**GCF**” or the “**Fund**”),

(each a “**Party**” and together the “**Parties**”).

WHEREAS

- (A) On 19 May 2017, the Parties entered into a Funded Activity Agreement for Funded Activity: FP019 “Priming Financial and Land Use Planning Instruments to Reduce Emissions from Deforestation”, which became effective on 22 May 2017 (the “**FAA**”), which sets forth the agreed terms for implementation of the Funded Activity;
- (B) On 19 October 2020, the Parties entered into a first amendment of the FAA, for purposes of reflecting the modifications to the FAA expressly agreed therein, which became effective on 13 January 2021 (the “**Amendment No.1**” or “**First Amendment**”);
- (C) Subsequently, the Accredited Entity has requested the GCF, in a letter dated 15 December 2020, for an extension of the Closing Date and Completion Date by eighteen (18) months from the dates provided in the FAA (i.e. 22 May 2021 and 22 May 2022), respectively (the “**Extension Letter**”). Following the consideration of the Extension Letter, the GCF approved the extensions to the Closing Date and, consequentially, to the Completion Date of the Funded Activity;
- (D) The NDA of the Host Country has submitted a written communication to the Accredited Entity with respect to the request set out in the Extension Letter; and
- (E) Pursuant to the above, the Parties hereto now wish to amend the FAA to reflect the amendments set out herein.

NOW THEREFORE the Parties hereto agree as follows:

Clause 1. General Provisions

- 1.01 Wherever used in this Amendment, the terms defined in the FAA (including in the First Amendment) shall have the same meanings as set forth therein, unless modified herein or the context otherwise requires.

Clause 2. Amendments to the FAA

- 2.01 In accordance with Clause 14.06 of the FAA, the Parties hereby agree to amend the provision of the FAA listed below:
- (a) Clause 1.03(c) of the FAA shall be amended in its entirety and shall read as follows:
“**Closing Date**” means the date which is five (5) years and six (6) months after the Effective Date (or such later date as the Fund shall establish by notice to the Accredited Entity), on which the Accredited Entity’s right to receive GCF Proceeds to the GCF Account in respect of the Funded Activity will have terminated;” and
- (b) The Implementation Plan contained in Schedule 5 of the FAA shall be deleted in its entirety and replaced by the new revised Implementation Plan set out in Annex 1 to this Amendment.
- 2.02 All other provisions of the FAA (including of the First Amendment) not hereby expressly amended shall remain unchanged and in full force and effect, and all references to the FAA contained therein shall be deemed to be references to the FAA as modified by the First Amendment and this Amendment.

Clause 3. Miscellaneous

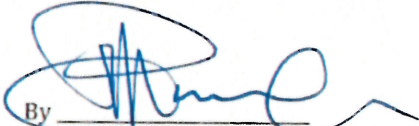
- 3.01 The Accredited Entity hereby confirms that the representations and warranties provided by the Accredited Entity under clause 18.01 of the AMA and Clause 9.01 of the FAA are true and accurate as of the date of execution and effectiveness of this Amendment.
- 3.02 The provisions in Clauses 12 (*Applicable Law; Dispute Resolution*) and 14 (*Miscellaneous*) of the FAA shall apply to this Amendment, mutatis mutandis, as if set out in full herein.
- 3.03 **Effectiveness.** This Amendment shall come into effect on the date upon which the Fund dispatches to the Accredited Entity a notice of its acceptance, in a form and substance satisfactory to the Fund, of the following evidence:
- (a) A duly authorized and executed copy of this Amendment; and
- (b) A certificate, issued by the most senior legal officer of the Accredited Entity, certifying that this Amendment has been duly authorized or ratified by all necessary corporate actions, duly executed and delivered on behalf of the Accredited Entity, and is legally binding and enforceable upon, the Accredited Entity in accordance with its terms.
- 3.04 **Termination for Failure to Become Effective.** This Amendment and the FAA shall terminate if this Amendment has not entered into effect by the date which falls ninety (90) calendar days after the date of execution of this Amendment, unless the Fund, after consideration of the reasons for the delay and following consultations with the Accredited Entity, establishes a later date for the purpose of Clause 3.03 above. The GCF shall promptly notify the Accredited Entity of such later date. In addition, the GCF shall not make any additional Disbursements of GCF Proceeds under the FAA until this Amendment becomes effective.



GREEN
CLIMATE
FUND

IN WITNESS WHEREOF the Parties hereto, acting through their representatives thereunto duly authorized, have caused this Amendment 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.

UNITED NATIONS DEVELOPMENT PROGRAMME

By 

Pradeep Kurukulasuriya
Executive Coordinator and Director
Global Environmental Finance

Date 5/27/2021

GREEN CLIMATE FUND

By 

German Velasquez
Director of Mitigation and Adaptation

Date 2 June 2021

