May 5, 2020

Mr. Daniel Klüppel Carrara
Director-General SENAR
SGAN Quadra 601, Módulo K - Ed. Antônio Ernesto de Salvo
Brasília, DF 70830-021 – Brazil

Re: Brazil: Grant for Preparation of Sustainable Multiple use Landscape Consortia in Brazil
GEF PPG Grant No. TF0B2743

Dear Sir:

In response to the request for financial assistance made on behalf of SENAR (“Recipient”), I am pleased to inform you that the International Bank for Reconstruction and Development (“Bank”), acting as Implementing Agency of the Global Environment Facility (“GEF”), proposes to extend to the Recipient, for the benefit of the Federative Republic of Brazil (“Member Country”), a grant in an amount not to exceed one hundred eighty three thousand four hundred eighty six Dollars ($183,486) (“Grant”) on the terms and conditions set forth or referred to in this letter agreement (“Agreement”), which includes the attached Annex, to assist in the financing of the activities described in the Annex (“Activities”).

This Grant is funded out of the GEF trust fund for which the Bank receives periodic contributions from donors. In accordance with Section 3.02 of the Standard Conditions (as defined in the Annex to this Agreement), the Bank’s payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the donors under the abovementioned trust fund, and the Recipient’s right to withdraw the Grant proceeds is subject to the availability of such funds.

The Recipient represents, by confirming its agreement below, that it is authorized to enter into this Agreement and to carry out the Activities in accordance with the terms and conditions set forth or referred to in this Agreement. The award of the Grant does not constitute or imply any commitment on the part of the Bank, either as Implementing Agency of the GEF or in its own capacity, to assist in the financing of any project which may result from the Activities financed by the Grant.

Please confirm the Recipient’s agreement to the foregoing by having an authorized official of the Recipient sign and date this Agreement and returning one duly executed copy to the Bank.

Very truly yours,

INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT
Acting as Implementing Agency of the Global Environment Facility

By ________________________________
Rafael Munoz Moreno
Acting Director
Brazil
Latin America and the Caribbean Region

1818 H Street NW • Washington, DC 20433 USA
AGREED:
SERVIÇO NACIONAL DE APRENDIZAGEM RURAL – SENAR

By

Authorized Representative

Name
Daniel Klüppel Carrara

Title
Diretor-Geral

Date: 07-mai-2020

Enclosures:

(1) “International Bank for Reconstruction and Development and International Development Association Standard Conditions for Grant Financing Made by the Bank out of Trust Funds” dated February 25, 2019

(2) Disbursement and Financial Information Letter of the same date as this Agreement
1.01. **Standard Conditions.** The Standard Conditions (as defined in Section 1.02 below) constitute an integral part of this Agreement.

1.02. **Definitions.** Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the Standard Conditions or in this Section; provided that for the purposes of this Agreement the term “Project”, whenever used in the Standard Conditions, shall mean the Activities referred to in Section 2.01 of this Annex:


(b) “Environmental and Social Commitment Plan” or the acronym “ESCP” means the Recipient’s environmental and social commitment plan, acceptable to the Bank, dated April 30, 2020, which sets out a summary of the material measures and actions to address the potential environmental and social risks and impacts of the Activities, including the timing of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any instruments to be prepared thereunder; as the ESCP may be revised from time to time, with prior written agreement of the Bank.


(d) “Operating Costs” means the reasonable incremental operational costs related to technical and administrative management, preparation, monitoring and supervision required under the Grant, including *inter alia*, office equipment, supplies, travel costs (including accommodations, transportation costs and *per diem*), bank charges, printing services, communication costs, utilities, maintenance and rental of office equipment and facilities,
insurance, vehicle operation and maintenance costs, local contractual staff working on the Grant, and logistics services.

(e) “Procurement Regulations” means, for purposes of paragraph 20 of the Appendix to the Standard Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated July 2016, revised November 2017 and August 2018.

(f) “SENAR” means Serviço Nacional de Aprendizagem Rural, a non-profit entity established pursuant the Member Country’s Law No. 8.315 of December 23, 1991, which was regulated by the Member Country’s Decree No. 566 of June 10, 1992, as amended to date.


(h) “Training” means expenditures (other than those for consulting services) incurred in connection with the carrying out of training, seminars, and workshops, including the reasonable travel costs (e.g. accommodations, transportation costs and per diem) of trainees and trainers (if applicable), catering, rental of training facilities and equipment, logistics and printing services, as well as training materials and equipment required under the Grant.

2.01. **Grant Objectives and Description.** The objective of the Grant is to prepare the *Sustainable Multiple use Landscape Consortia Project* (“Project”) whose objective is to promote sustainable value chains and land restoration and management in selected landscapes in the Member Country’s territory. The activities (“Activities”) for which the Grant is given consist of: (a) consultancies required to develop the Project theory of change, determine the Project interventions and design; (b) Project economic analysis and social and environment documents required under the Environmental and Social Standards; and (c) the design of the Project operational manual and pre-investments studies.

2.02. **Grant Execution Generally.** The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall carry out the Activities in accordance with: (a) the provisions of Article II of the Standard Conditions; (b) the Anti-Corruption Guidelines; and (c) this Article II.

2.03. **Environmental and Social Standards.**

(a) The Recipient shall ensure that the Activities are carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Bank.

(b) Without limitation upon paragraph (a) above, the Recipient ensure that the Activities are implemented in accordance with the Environmental and Social Commitment Plan (“ESCP”), in a manner acceptable to the Bank. To this end, the Recipient shall ensure that:

   (i) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, and as further specified in the ESCP;
(ii) sufficient funds are available to cover the costs of implementing the ESCP;

(iii) policies, procedures and qualified staff are maintained to enable it to implement the ESCP, as further specified in the ESCP; and

(iv) the ESCP or any provision thereof, is not amended, revised or waived, except as the Bank shall otherwise agree in writing and the Recipient has, thereafter, disclosed the revised ESCP.

(c) In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.

(d) The Recipient shall:

(i) take all measures necessary on its part to collect, compile, and furnish to the Bank through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Bank, information on the status of compliance with the ESCP all such reports in form and substance acceptable to the Bank, setting out, inter alia: (A) the status of implementation of the ESCP; (B) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (C) corrective and preventive measures taken or required to be taken to address such conditions; and

(ii) promptly notify the Bank of any incident or accident related to or having an impact on the Activities which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, in accordance with the ESCP, the instruments referenced therein and the Environmental and Social Standards.

(e) The Recipient shall maintain and publicize the availability of a grievance mechanism, in form and substance satisfactory to the Bank, to hear and determine fairly and in good faith all complaints raised in relation to the Activities, and take all measures necessary to implement the determinations made by such mechanism in a manner satisfactory to the Bank.

2.04. Monitoring, Reporting and Evaluation. The Recipient shall ensure that each Project Report is furnished to the Bank not later than one month after each calendar semester, covering the calendar semester.

Article III
Withdrawal of Grant Proceeds

3.01. Eligible Expenditures. The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) Article III of the Standard Conditions; and (b) this Section; to finance Eligible Expenditures as set forth in the following table. The table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Grant (“Category”), the allocations of the amounts of the Grant to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:
3.02. **Withdrawal Conditions.** Notwithstanding the provisions of Section 3.01 of this Agreement, no withdrawal shall be made for payments made prior to the date of this Agreement, except that withdrawals up to an aggregate amount not to exceed $36,685 equivalent may be made for payments made prior to this date but on or after January 23, 2020, for Eligible Expenditures.

3.03. **Withdrawal Period.** The Closing Date is April 30, 2021.

### Article IV

**Recipient’s Representative; Addresses**

4.01. **Recipient’s Representative.** The Recipient’s Representative referred to in Section 7.02 of the Standard Conditions is its Secretary General.

4.02. **Recipient’s Address.** For purposes of Section 7.01 of the Standard Conditions: (a) the Recipient’s Address is:

SENAR  
SGAN Quadra 601, Módulo K - Ed. Antônio Ernesto de Salvo  
Brasília, DF 70830-021 – Brazil

(b) the Recipient’s Electronic Address is:

Telephone: Facsimile:  
(61) 2109-1400 senar@senar.org.br

4.03. **Bank’s Address.** For purposes of Section 7.01 of the Standard Conditions: (a) the Bank’s address is:

International Bank for Reconstruction and Development  
1818 H Street, N.W.  
Washington, D.C. 20433  
United States of America;

(b) the Bank’s Electronic Address is:

Telex: Facsimile:  
248423 (MCI) or 1-202-477-6391 64145 (MCI)

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Grant Allocated (expressed in USD)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, non-consulting services, consulting services, Operating Costs and Training under the Activities</td>
<td>183,486</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>183,486</td>
<td></td>
</tr>
</tbody>
</table>
