



ADAPTATION FUND

AFB/B.35-36/2
November 2020

Adaptation Fund Board

**LEGAL AGREEMENT TEMPLATE
FOR LEARNING GRANT**

Background

1. At its thirtieth meeting, the Board adopted the medium-term strategy (MTS) of the Adaptation Fund (the Fund) as contained in Annex 1 of the AFB/B.30/5/Rev.1 (Decision B.30/42). and subsequently approved the implementation plan for the MTS at its thirty-first meeting as contained in the Annex of the document AFB/B.31/5/Rev.1 (Decision B.31/32). At this meeting, the Board decided:

(a) *To approve the implementation plan for the medium-term strategy for the Fund for 2018–2022 contained in the Annex I to document AFB/B.31/5/Rev.1 (the plan);*

(b) *To request the secretariat:*

(i) *To facilitate the implementation of the plan during the period 2018–2022;*

[...]

(iii) *To prepare, for each proposed new type of grant and funding window, a specific document containing objectives, review criteria, expected grant sizes, implementation modalities, review process and other relevant features and submit it to the Board for its consideration in accordance with the tentative timeline contained in Annex I to document AFB/B.31/5/Rev.1, with input from the Board's committees;*

[...]

(Decision B.31/32)

2. At the thirtieth-second meeting of the Board, the secretariat had presented document AFB/B.32/9 which outlined the objectives, review criteria, expected grant sizes, implementation modalities, review process and eligibility criteria for learning grants. Having considered the proposed approach, application process, review criteria and features of the learning grants as set out in document AFB/B.32/9, the Board decided:

(a) *To make learning grants available for national implementing entities between financial year 2019 and financial year 2023 up to a maximum of US\$ 400,000 per year as direct transfers from the resources of the Adaptation Fund Trust Fund;*

(b) *That the learning grants would not count against the country cap approved by the Board in decision B.13/23;*

(c) *To approve:*

(i) *The features and implementation arrangements of the learning grants as set out in document AFB/B.32/9; and*

- (ii) *The application form, review criteria and review template for the learning grants as set out in annexes II, III and IV of document AFB/B.32/9;*
- (d) *To request the secretariat to issue a call for proposals for learning grants in accordance with the tentative timeline set out in the annex to document AFB/B.31/5/Rev.1 and the budget pursuant to (a) above;*
- (e) *To request the secretariat to develop and present to the Board at its thirty-third meeting:*
 - (i) *A standard legal agreement for learning grants;*
 - (ii) *Notification templates for project start and project completion for learning grants;*
 - (iii) *Monitoring and evaluation templates for learning grants; and*
 - (iv) *A results framework for learning grants;*
- (f) *To request the Project and Programme Review Committee (PPRC) of the Board to review learning grant proposals and make recommendations to the Board in line with other grant approval procedures approved by the Board; and*
- (g) *To request the secretariat to report to the Board annually on the implementation progress for learning grants through the annual performance report; and*
- (h) *To request the secretariat to present to the PPRC at its twenty-fifth meeting an analysis of the project review cycle for learning grants, with potential options, for its consideration.*

(Decision B.32/38)

3. During the intersessional period between the first and second sessions of the thirty-fifth meeting, having considered the recommendation of the Project and Programme Review Committee (PPRC) on the learning grant proposal for Senegal, the Board decided as follows:

Having considered the recommendation of the Project and Programme Review Committee, the Adaptation Fund Board (the Board) decided to:

- (a) *Approve the project, as supplemented by the clarification responses provided by the Centre de Suivi Ecologique (CSE) to the request made by the technical review;*
- (b) *Approve the funding of US\$ 144,848 for the implementation of the project, as requested by CSE; and*
- (c) *Request the secretariat to draft an agreement with CSE as the national implementing entity for the project.*

(Decision B.35.a-35.b/74)

4. In accordance with Decision B.35.a-35.b/74 (c), a legal agreement template for Learning Grant, as contained in Annex to this document, is prepared and submitted by the secretariat to the Board for intersessional consideration and approval. The legal agreement template for Learning Grant is developed based on the existing legal agreement templates¹, and therefore, all the responsibilities and obligations of the implementing entity under the legal agreement for Learning Grant remain in line with those under the existing legal agreements.

¹ Available at <https://www.adaptation-fund.org/documents-publications/legal-documents/>

Recommendation

5. The Board may consider and decide to approve the legal agreement template for Learning Grant as contained in Annex to document AFB/B.35-36/2.



ADAPTATION FUND

LEARNING GRANT AGREEMENT

**(Support for capturing and disseminating practical
lessons from adaptation interventions
In [Country])**

between

THE ADAPTATION FUND BOARD

and

[IMPLEMENTING ENTITY]

LEARNING GRANT AGREEMENT

(Support for capturing and disseminating practical lessons from adaptation interventions in [Country])

between

THE ADAPTATION FUND BOARD

and

[IMPLEMENTING ENTITY]

Whereas, the Conference of the Parties (COP) of the United Nations Framework Convention on Climate Change (UNFCCC) in its Decision 10/CP.7 decided that an Adaptation Fund (AF) shall be established to finance concrete adaptation projects and programmes in developing countries that are parties to the Kyoto Protocol to the UNFCCC (Kyoto Protocol);

Whereas, the Conference of the Parties serving as the meeting of the Parties to the Kyoto Protocol (CMP) in its Decision 1/CMP.3 decided that the operating entity of the AF shall be the Adaptation Fund Board (Board), with the mandate to supervise and manage the AF under the authority and guidance of the CMP;

Whereas, in its Decisions 5/CMP.2 and 1/CMP.3, paragraph 5 (b), the Board adopted the AF *Operational Policies and Guidelines for Parties to Access Resources from the Adaptation Fund*, including the *Fiduciary Risk Management Standards to be Met by Implementing Entities* (AF Operational Policies and Guidelines¹);

Whereas, in its Decision, [No./ref], the Board decided to make a grant available to support the [Implementing Entity] to capture and disseminate practical lessons from adaptation interventions in [Country]) (the Project); and

Whereas, the International Bank for Reconstruction and Development (IBRD) has agreed to serve as the Trustee of the Adaptation Fund Trust Fund (Trustee) and, in that capacity, to make transfers of the Grant to the [Implementing Entity] on the written instructions of the Board;

The Board and [Implementing Entity] have agreed as follows:

¹ <https://www.adaptation-fund.org/documents-publications/operational-policies-guidelines/>

1. DEFINITIONS

Unless the context otherwise requires, the several terms defined in the Preamble to this Agreement shall have the respective meanings set forth therein and the following additional terms shall have the following meanings:

- 1.01. "Grant" means the AF resources approved by the Board for the Project under this Agreement and to be transferred by the Trustee to the Implementing Entity on the written instructions of the Board;
- 1.02. "Designated Authority" means the authority that has endorsed on behalf of the national government the Project proposal by the Implementing Entity seeking access to AF resources to finance the Project;
- 1.03. "Implementing Entity" means the [Implementing Entity], which is a party to this Agreement and the recipient of the Grant;
- 1.04. "Implementing Entity Grant Account" means the account to be established by the Implementing Entity to receive, hold and administer the Grant;
- 1.05. "Secretariat" means the body appointed by the CMP to provide secretariat services to the Board, consistent with decision 1/CMP.3, paragraphs 3, 18, 19 and 31, which body is currently the secretariat of the Global Environment Facility;
- 1.06. "Adaptation Fund Trust Fund" means the trust fund for the AF administered by the Trustee in accordance with the *Terms and Conditions of Services to be Provided by the International Bank for Reconstruction and Development as Trustee for the Adaptation Fund*; and
- 1.07. "Consultant" means an institution, company or individual that performs services under contract to the Implementing Entity.

2. THE PROJECT AND THE GRANT

2.01. The Board agrees to provide to the [Implementing Entity] a Grant in a lump sum amount of ____ United States Dollars (US \$ _____) for the purposes of the Project. The Project document, which details the purposes for which the Grant is made, is set out in Schedule 1 to this Agreement. The Implementing Entity shall ensure that the Grant funds will exclusively be used to carry out the Project and finance the expenditures in accordance with the budget included in the approved Project as set out in Schedule 1 to this Agreement.

2.02. The Trustee shall transfer the Grant funds to the [Implementing Entity] on the written

instructions of the Board. The transfer shall be made in one lump sum (with specific disbursement instructions) to the following bank account of the Implementing Entity:

[Insert Implementing Entity's bank account details.]

Legal owner of bank account:	
Bank account title/name:	
Bank account number:	
Bank name:	
Bank address:	
Bank SWIFT/RTGS code or Bank routing number:	

2.03. The Implementing Entity shall utilize the Grant funds in accordance with its standard practices and procedures.

2.04. The Implementing Entity may convert the Grant into any other currency to facilitate its disbursement.

2.05. Grant funds made available to the Implementing Entity for the purposes of the Project in [Country] shall be kept separate and apart from all non-Adaptation Fund funds dispersed to the Implementing Entity. No Grant funds shall be transferred, loaned, exchanged, pledged, delivered, gifted, between or among projects approved for the Implementing Entity.

2.06. Any investment income earned from the Grant funds shall be held in the Implementing Entity Grant Account and used for the same purposes and administered in accordance with the terms of this Agreement.

3. ADMINISTRATION OF THE GRANT

3.01. The Implementing Entity shall be responsible for the administration of the Grant and shall carry out such administration with the same degree of care used in the administration of its own funds, taking into account the provisions of this Agreement.

3.02. The Implementing Entity shall carry out all its obligations under this Agreement in accordance with:

- (i) the AF Operational Policies and Guidelines², effective [MMYYYY]; and
- (ii) the Implementing Entity's standard practices and procedures.

3.03. The Implementing Entity:

- (i) undertakes to use reasonable efforts, consistent with its standard practices and procedures, including those pertaining to combating financing for terrorists, to ensure that the funds from the Grant funds provided to the Implementing Entity by the Trustee are used for their intended purposes and are not diverted to terrorists;
- (ii) shall not use the Grant funds for the purpose of any payment to persons or entities, or for the import of goods, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, including under United Nations Security Council Resolution 1373 and related resolutions;
- (iii) shall immediately inform the Board in the event the Grant funds are not being used or have not been used for the implementation of the Project or of any illegal or corrupt practice. The Implementing Entity consistent with its standard practices and procedures and integrity of the investigative process shall keep the Board informed of the progress of any formal investigation concerning the misuse of Grant funds and provide a final report to the Board on the findings of such investigation upon its conclusion; and
- (iv) shall include provisions corresponding to subparagraphs (i) - (ii) above in any agreements that the Implementing Entity enters into with Consultant(s) to which the Implementing Entity makes payments using Grant funds.

3.04. If, during the course of administering the Grant, the Implementing Entity identifies any material inconsistency between the AF Operational Policies and Guidelines and its own standard practices and procedures, (a) the [Implementing Entity] shall immediately notify the Board, through the Secretariat, of such inconsistency, and (b) the [Implementing Entity] and the Board shall discuss and promptly take any necessary or appropriate action to resolve such inconsistency.

3.05. In the event that the Implementing Entity makes any disbursements of the Grant in a manner inconsistent with the AF Operational Policies and Guidelines, and these inconsistencies cannot be resolved as provided in paragraph 3.04, the Implementing Entity shall refund to the

² <https://www.adaptation-fund.org/documents-publications/operational-policies-guidelines/>

Adaptation Fund Trust Fund, through the Trustee, any such disbursements.

4. IMPLEMENTATION OF THE PROJECT

4.01. The Implementing Entity shall be responsible for the overall management of the Project, including all financial, monitoring and reporting responsibilities.

4.02. The Implementing Entity shall ensure that the Grant is used exclusively for the purposes of the Project and shall refund to the Adaptation Fund Trust Fund, through the Trustee, any disbursements made for other purposes. Where the Board believes that the Grant has been used for purposes other than the Project, it shall inform the Implementing Entity of the reasons supporting its view and provide the Implementing Entity an opportunity to provide any explanation or justification for such use.

4.03. Any material change to the approved budget allocation for the Project (as set out in Schedule 1 to this Agreement) by the Implementing Entity, shall be communicated to the Board for its approval and shall be made in conformity with the Operational Policies and Guidelines of the Fund. "Material change" shall mean any cumulative total budget change at output-level between the revised budget and the original budget that involves thirty per cent (30%) or more of the total budget of the Project.

4.04. The Implementing Entity shall promptly inform the Board, through the Secretariat, of any conditions that may seriously interfere with its management or with the execution of the Project or otherwise jeopardize the achievement of the objectives of the Project, providing detailed information thereof to the Board for its information.

4.05. The Implementing Entity shall be fully responsible for the acts, omissions or negligence of its employees, agents, representatives and Consultants involved with the Project. The Board shall not be responsible or liable for any losses, damages or injuries caused to any persons involved with the Project resulting from the acts, omissions or negligence of the Implementing Entity's employees, agents, representatives and Consultants.

5. SUSPENSION

5.01. The Board may suspend the Project for reasons that include, but are not limited to:

- (i) financial irregularities in the implementation of the Project; or
- (ii) a material breach of this Agreement and/or poor implementation performance leading the Board to conclude that the Project can no longer achieve its objectives;

provided, however, that before the Board makes its final decision (a) the Implementing Entity shall be given an opportunity to present its views to the Board, through the Secretariat; and/or (b) the Implementing Entity may make any reasonable proposal to promptly remedy the financial irregularities, material breach or poor implementation performance.

6. PROCUREMENT

6.01. The procurement of goods and services (including consultants' services) for activities financed by the Grant shall be carried out in accordance with [Implementing Entity]'s standard practices and procedures, including its procurement and consultants' guidelines. In the event that the Implementing Entity makes any disbursements in a manner which the Board considers to be inconsistent with the AF Operational Policies and Guidelines, the Board shall so inform the Implementing Entity giving the reasons for its view and seeking a rectification of the inconsistency. If the inconsistency cannot be resolved, the Implementing Entity shall refund to the Adaptation Fund Trust Fund, through the Trustee, any such disbursements.

7. RECORDS AND REPORTING

7.01. The Implementing Entity shall provide to the Board, through the Secretariat, the following reports and financial statements:

- (i) *A notification of project start* shall be submitted within one (1) month of the Project start date. The Project start date is considered to be the date when the contract between the Implementing Entity and the consultant is signed, or the date when the first disbursement towards an activity related to the grant is made, whichever occurs first;
- (ii) *Project monitoring reports for the Project* shall be submitted six (6) months from the Project start date, and every six (6) months thereafter from the date of the last project monitoring report;
- (iii) *A notification of project completion* shall be submitted within two (2) months of the Project completion date; and
- (iv) *A project completion report for the Project*, including any specific project implementation information, as may be requested by the Board through the Secretariat, shall be submitted within six (6) months of completion of the Project.

7.02. Copies of the reports referred to in Section 7.01 shall be forwarded by the Implementing Entity to the Designated Authority for information.

7.03. The Implementing Entity shall also provide to the Board, through the Secretariat, a

summary of the actual expenditures incurred by the Implementing Entity including net investment income earned from the Grant funds and the associated expenditures for the Project within six (6) months of the end of the Implementing Entity's financial year during which the Project is completed as documented by means of a final Statement of Expenditure (in the standard form of Annex 1), signed by the Implementing Entity's chief financial officer. Originals of all receipts shall be retained by the Implementing Entity as part of its accounting records and made available to the Trustee upon request.

7.04 Grant funds are subject exclusively to the internal and external audit of the Implementing Entity. The Implementing Entity shall make available to the Board through the Secretariat a copy of any audit report of the Implementing Entity's external auditor(s) containing any observations pertaining to the Grant as soon as such report is available.

7.05. The Implementing Entity shall submit any other reports related to the Grant and/or the Project to the Board, through the Secretariat, as may be requested by the Board.

8. MANAGEMENT FEE

8.01. The Board authorizes the Implementing Entity to deduct from the total amount of the Grant and retain for its own account where applicable, the management fee specified in the budget included in the approved Project as set out in Schedule 1 to this Agreement.

9. OWNERSHIP OF EQUIPMENT

9.01. If any part of the Grant is used to purchase any equipment, such equipment shall be transferred upon the completion of the Project to any such entity as the Designated Authority may designate.

10. CONSULTATION

10.01. The Board and the Implementing Entity shall share information with each other, at the request of either one of them, on matters pertaining to this Agreement.

11. BRANDING

11.01. The Implementing Entity shall, where feasible, endeavor to maximize opportunities for acknowledging the identity of the Project Grant provided by the Adaptation Fund (e.g. through use of the Adaptation Fund logo, and appropriate references in reports, publications, information given to beneficiaries and press, related publicity materials, and any other forms of public

information).

12. COMMUNICATIONS

12.01 All communications between the Board and the Implementing Entity concerning this Agreement shall be made in writing, in the English language, to the following persons at their addresses designated below, by letter or by facsimile:

For the Board:

Adaptation Fund Board Secretariat

1818 H Street, NW

Washington, D.C. 20433

USA

Attention: Adaptation Fund Board Chair

Fax: _____

For the Implementing Entity:

[Address _____]

Attention: [Name and title]

Email: _____ Tel: _____ Fax: _____

13. EFFECTIVENESS AND AMENDMENT OF THE AGREEMENT

13.01. Upon receipt by the Adaptation Fund Board of this countersigned copy, this Agreement shall become effective as of the date of countersignature by the Implementing Entity.

13.02. This Agreement may be amended, in writing, by mutual consent between the Board and the Implementing Entity.

14. TERMINATION OF THE AGREEMENT

14.01. This Agreement may be terminated by the Board or the Implementing Entity, by giving prior written notice of at least ninety (90) days to the other.

14.02. This Agreement shall automatically be terminated in the event of:

- (i) cancellation of the Implementing Entity's accreditation by the Board; or
- (ii) receipt of a communication from the Designated Authority that it no longer endorses the Implementing Entity or the Project.

14.03. Upon termination of this Agreement, the Board and the Implementing Entity shall consider the most practical way of completing any ongoing activities under the Project, including meeting any outstanding commitments incurred under the Project prior to the termination. The Implementing Entity shall promptly refund to the Adaptation Fund Trust Fund, through the Trustee, any unused portion of the Grant, including any net investment income earned therefrom. No Grant funds shall be disbursed after termination.

14.04. In the event of expiration of accreditation and/or the Board's decision to not to re-accredit the Implementing Entity, the responsibilities and obligations in this Agreement survive and shall be unaffected, and the Implementing Entity shall continue to disburse the Grant funds, in accordance with its standard practices and procedures and the AF Operational Policies and Guidelines to the extent necessary to fulfil the Implementing Entity's obligations hereunder.

15. SETTLEMENT OF DISPUTES

15.01. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be settled amicably by discussion or negotiation between the Board and the Implementing Entity.

15.02. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, which has not been settled amicably between the Board and the Implementing Entity, shall be settled by arbitration in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules as at present in force.

THE ADAPTATION FUND BOARD

[Name], Chair

Date

[NAME OF IMPLEMENTING ENTITY]

[Authorized representative]

Date

[The following Schedules will be attached to the Agreement: Schedule 1 (Learning Grant Proposal)]

ANNEX 1: TEMPLATE FOR THE STATEMENT OF EXPENDITURE

Statement of Expenditure

Implementing Entity Name: _____

Country: _____

AF Project ID: _____

Project Title: _____

Reporting Period [DATE] to [DATE]

Budget Category	Expenses for total grant amount			
	Currency	Budgeted	Amount Spent (Reporting period)	Total Grant Undisbursed (Reporting period)
Sub-total				(A)
Total Investment Income earned (Reporting period)		Instead of budgeted, please indicate the total amount accumulated here		(B)
Budget Grand Total (A+B)				

I/We hereby certify that the above amounts have been expended for Eligible Expenditures for the proper execution of the Project in accordance with the terms and conditions of this Agreement dated (_____).

Certified by³: _____ [Name] _____

Title: _____

Signed: _____

Dated: _____

³ Equivalent to Chief Financial Officer

Schedule 1

