

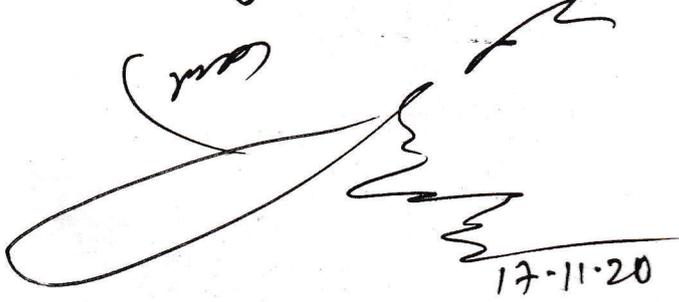
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Project Director
OCTDMY

DISTRICT TREASURY
KHURDA, BHUBANESWAR
29 OCT 2020
ADDL. TREASURY OFFICER

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M. Sankar

P.C. MOHANTY
STAMP VENDER
BHUBANESWAR COURT

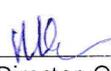


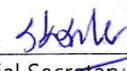
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**Chief General Manager
NABARD, Odisha RO
Bhubaneswar**


CGM, NABARD


Project Director, OCTDMS
**Project Director
OCTDMS**


FA-cum-Special Secretary, DoWR
FA-cum-Special Secy. to Govt.
Deptt. of Water Resources

Subsidiary Agreement (Grants)

This SUBSIDIARY AGREEMENT is entered into on 17th November 2020 between:

Odisha Community Tank Development and Management Society, a society registered under Societies Registration Act, 1860 and having its office at **7th Floor, Rajiv Bhawan, Bhubaneswar**, the **“Executing Entity”** of the project approved by the Board of GCF viz. **“Ground water recharge and solar micro irrigation to ensure food security and enhance resilience in vulnerable tribal areas of Odisha - OF THE FIRST PART”** (which expression shall, unless repugnant to the context or meaning thereof, include his successors in Office);

and

The **NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT**, established by an act of Indian parliament on 12 July 1982 with the mission to promote sustainable and equitable agriculture and rural prosperity through effective credit support, related services, institution development and other innovative initiatives and is an Accredited Entity (NABARD) of Green Climate Fund(GCF), possessing juridical personality in order to operate effectively in India, having such legal capacity as is necessary for the exercise of its functions and the protection of its interests and having its headquarters at Mumbai, India (**“NABARD”** or the **“Accredited Entity”**) - **OF THE SECOND PART** (which expression shall, unless repugnant to the context or meaning thereof, include his successors in Office);

and

The Governor of Odisha, acting through the Financial Adviser-cum-Special Secretary, Department of Water Resources (DoWR), Government of Odisha, **Confirming Authority having office at Rajiv Bhawan, Bhubaneswar – OF THE THIRD PART** (which expression shall, unless repugnant to the context or meaning thereof, include his successors in Office);

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

WHEREAS

- (A) The Green Climate Fund (**GCF**), 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 [as defined in the Accreditation Master Agreement] possessing juridical personality, in order to operate effectively internationally, having such legal capacity as is necessary for the exercise of its functions and protection of its interest and having its Head Quarters at Songdo, Incheon, Republic of Korea.
- (B) NABARD is Accredited Entity (**AE**) of Green Climate Fund (GCF) and has entered an Accreditation Master Agreement (AMA) on 27 July 2017, which became effective on 31 August 2017 (the “AMA”).
- (C) Odisha Community Tank Development and Management Society(OCTDMS), a **SPV under Department of Water Resources (DoWR)**, Government of Odisha, nominated as the Executing Entity for implementing the Funding Proposal “Ground water recharge and solar micro irrigation to ensure food security and enhance resilience in vulnerable tribal areas of Odisha” the “Funded Activity” or “Programme” with Grant support under Green Climate Fund.
- (D) The **Department of Water Resources (DoWR)**, Government of Odisha is designated as Confirming Authority, shall be accountable and responsible in case of any default by Executing Entity and authorised to overall supervision of Funded Activity(FP-045).

Chief General Manager
NABARD, Odisha
Bhubaneswar


CGM, NABARD


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**Project Director
OCTDMS**

Secretary to Govt.
Deptt. of Water Resources


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- (E) The National Designated Authority (NDA) to GCF in India, Ministry of Environment Forest & Climate Change (MoEF&CC), Government of India, issued the No-Objection Letter with respect to the Programme described in the Funding Proposal.
- (F) The Board of the Green Climate Fund ("GCF"), by its decision B.16/02 ("GCF Approval Decision"), approved the Funding Proposal involving an amount of USD 34,357,000 (thirty four million and three hundred fifty seven thousand US dollars), (the "GCF Proceeds"), subject to the conditions referred to in Annex I "List of conditions and recommendations" of the Approval Decision and in the respective term sheet, and the Accreditation Decision.
- (G) In accordance with Clause 6.02 of the AMA (which pertains to entering a FAA between NABARD and GCF), the Accredited Entity, NABARD and the GCF entered into a Funded Activity Agreement on 26 February 2018 (FAA), and amended Funded Activity Agreement was signed on 11 August 2020 which set forth, among others, the general terms and conditions applicable in connection with the Funded Activity.
- (H) In accordance with the Clause 4.05 (pertains to entering a SA between NABARD and EE), Clause 7.03 (related to unused funds from GCF proceeds or investment income to be returned to GCF either by AE or EE), Clause 10.02 of the AMA (related to due diligence & monitoring of EE by AE), and Clause 2.03 of the FAA (related to obligations set out in FAA are observed and carried out by the Executing Entity) the Parties now wish to enter into this Agreement in order to set out the agreed terms for the execution of Funded Activities and should be read in conjunction with the "AMA " and "FAA" executed between the GCF and National Bank for Agriculture and Rural Development (the Accredited Entity with GCF).

NOW THEREFORE, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

Clause 1. Definitions; SA

- 1.01 The terms of the AMA and FAA are incorporated in its entirety, and form an integral part of this Agreement and pursuant to Clauses 1.02 and 1.03 of the SA, any derogations from, deviations or modifications to the AMA and FAA in relation the Funded Activity are set forth in this Agreement. In case of termination of the AMA and FAA, its terms as incorporated in this Agreement shall continue to apply.
- 1.02 In the event of a conflict between:
 - (a) The terms and conditions in the Clauses of this Agreement and the terms and conditions of any of its Schedules or Annex, the terms and conditions in the Clauses of the Agreement shall prevail; and
 - (b) The terms and conditions in the Schedules to this Agreement and the terms and conditions in the Annex to this Agreement, the terms and conditions in the Schedules shall prevail.
- 1.03 Any references in this Agreement to "Clause", "Schedule" or "Annex" shall refer to a clause of, a schedule to or an annex to, this Agreement, unless otherwise specified or context requires otherwise.
- 1.04 Wherever used in this Agreement, terms defined in the AMA and FAA shall have the respective meanings therein set forth unless modified herein or the context otherwise requires. Additional terms used in this Agreement shall have the following meanings:
 - (a) "**Budget**" means the costs of the Funded Activity and the breakdown thereof, as set out in Part A of Schedule 2;

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- (b) **“Closing Date”** means five years after the Effective Date, on which the Executing Entity’s right to receive GCF Proceeds from NABARD in respect of the Funded Activity will terminate, unless extended by the Fund in writing;
- (c) **“Co-financiers”** means the following co-financiers of the Project:
 - (i) The Government of Odisha for an amount of USD 117,735,000 (one hundred seventeen million and seven hundred thirty five thousand US dollars);
 - (ii) The community contribution for an amount of USD 14,205,000 (fourteen million and two hundred and five thousand US dollars).
- (d) **“Co-financing”** means jointly the amounts of funding to be provided by the Co-financiers, and separately, any of such co-financing, whether provided through the Accredited Entity (NABARD) or Executing Entity or directly to the beneficiaries of the Funded Activity;
- (e) **“Co-financing Agreements”** means the legal agreement(s) and/or arrangements under which the Co-financiers will provide their Co-financing to assist in the Project implementation, either through the Accredited Entity (NABARD) or Executing Entity or directly to the Final Beneficiaries;
- (f) **“Completion Date”** means the date which is no later than one (1) year after the Closing Date (except if otherwise agreed with the Fund), upon which the Accredited Entity (NABARD) and Executing Entity shall finalize the implementation of all activities set out in the Funding Proposal;
- (g) **“Disbursement(s)”** means a disbursement of all or part of the Grant made, or to be made, available by the Fund to the Accredited Entity and subsequently disburse it to Executing Entity, upon receipt of a Request for Disbursement and pursuant to the terms and conditions set out in this Agreement;
- (h) **“Disbursement Plan”** means the disbursement plan included in Part B of Schedule 2;
- (i) **“Effective Date”** shall have the meaning ascribed to it in Clause 6.01;
- (j) **“Eligible Expenditures”** means any reasonable costs of Goods, Services or Works to be financed out of the Funds for the implementation of the Funded Activity. Goods, Services or Works required for the implementation of the Funded Activity to be financed with the Funds, in accordance with FAA, this Agreement and the Funding Proposal;
- (k) **“Event of Default”** means, in addition to those set forth in Clause 19 of the AMA, any event or circumstance set forth in Clause 10.01;
- (l) **“Executing Entity”** means the entity specified in Clause 2.01;
- (m) **“Funded Activity”** or **“Project”** shall have the meaning ascribed thereto in Recital (C) of this Agreement;
- (n) **“Funding Proposal”** shall have the meaning ascribed thereto in Annex 1 and in Recital of this Agreement;
- (o) **“Grant”** means the GCF Proceeds in the amount specified in Clause 3.01, as approved by the Board, which the Fund has decided to make available for the Funded Activity which shall be exclusive of the Accredited Entity (NABARD) Fee;
- (p) **“Host Country”** means The Republic of India;
- (q) **“Implementation Arrangements”** mean the contractual arrangement(s) to be entered into and/or the administrative arrangement(s) to be established by the

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different parties involved in the implementation of the Funded Activity as set out in Schedule 3;

- (r) **"Implementation Plan"** means the calendar for the implementation of the Funded Activity set forth in Schedule 5;
- (s) **"Material Adverse Effect"** shall mean any change having material adverse effect as determined by NABARD on (i) the financial condition of the Executing Entity, (ii) the carrying of the Executing Entity's operations, (iii) the ability of the Executing Entity to observe and perform in a timely manner its obligations under the this Agreement or any other documents to which it is or would be a party, or (iv) the legality, validity, binding nature and enforceability of this Agreement or any other documents to which it is or would be a party.;
- (t) **"Minor Works"** mean Works which add capital value to existing assets but do not create new assets;
- (u) **"Original Works"** means all new constructions, site preparation, additions and alterations to existing Works, special repairs to newly purchased or previously abandoned building or structures, including remodeling or replacement;
- (v) **"Project Documents"** means all documents, in particular agreements, delivered or executed by the Accredited Entity (NABARD) or the Executing Entity in relation to the implementation of the Funded Activity, including but not limited to: (i) this Agreement; (ii) the Implementation Arrangements; and (iii) the Co-financing Agreements.
- (w) **"Repair Works"** means Works undertaken to maintain building and fixtures;
- (x) **"Request for Disbursement"** means the template request for disbursement set forth in Schedule 6;
- (y) **"Taxes"** means any tax, levy, impost, fee, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with a failure to pay or any delay in the payment of any such amounts), whether in effect at the date of execution of this Agreement or imposed thereafter;
- (z) **"Total GCF Proceeds"** shall have the meaning ascribed to in Recital (D) of this Agreement; and
- (aa) **"Works"** means, together, the Original Works, Minor Works and Repair Works, including the services or goods incidental or consequential to the Original Works or Repair Works.

[Specify additional definitions not listed in the SA, which are required for this SA]

Clause 2. The Funded Activity

The Odisha Community Tank Development and Management Society (OCTDMS) shall act as the Executing Entity for this Funded Activity. The Executing Entity shall carry out all its obligations under this Sanction in accordance with:

- (i) The GCF operational Policies and Guidelines effective from date of sanction and any changes thereupon for further effectiveness of guidelines and policies;
- (ii) All agreements entered between the Accredited Entity (NABARD) and GCF in respect of this Funded Activity and
- (iii) Standard practices and procedures of project management stipulated if any by Accredited Entity (NABARD).

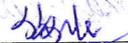
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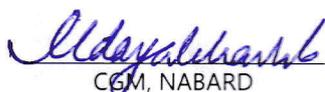

FA-cum-Special Secretary, DoWR

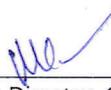
- 2.01 Executing Entity will carry out the Funded Activity with due diligence and efficiency, and in conformity with appropriate financial, economic, social, environmental and administrative practices, laws of the land, and shall provide, promptly as needed, the funds, facilities, services and other resources required for the Funded Activity. Executing entity will also set up proper internal monitoring and supervising system to adhere to the practices, standards and timeline of the GCF approved funding proposal.
- 2.02 Executing Entity shall ensure that the obligations set out in the Subsidiary Agreement are observed and carried out which are in accordance with the relevant provisions of the FAA and AMA.
- 2.03 Without prejudice to the provisions of Clause 0 above and except as the GCF and Accredited Entity (NABARD) may otherwise agree, the Funded Activity shall be carried out in accordance with the Implementation Arrangements and within the timeframe set out in the Implementation Plan set forth in Schedule 5.
- 2.04 The implementation of all the activities of the Funded Activity shall be completed no later than the Completion Date and shall be subject to confirmation by the Accredited Entity and Fund based on the completion report (final APR) to be provided in accordance with Schedule 4.
- 2.05 The financial reporting and accounting currency for the Funded Activity shall be INR.
- 2.06 In accordance with the Funding Proposal, the total funding for the implementation of the Funded Activity is estimated to be the equivalent of USD 166,297,000 (One Hundred Sixty-Six Million and Two Hundred Ninety-Seven Thousand US dollars) which includes the GCF proceeds and the Co-financing.

Clause 3. The Grant; Disbursements

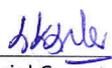
- 3.01 Subject to the terms and conditions of this Agreement based on the Funded Activity Agreement Signed between NABARD and GCF, Accredited Entity (NABARD) agrees to make available to the Executing Entity (Odisha Community Tank Development and Management Society (OCTDMS)) by or before the closing date of the project, as set forth in the Disbursement Plan attached hereto as Part B of Schedule 2, an amount equal to USD 34,357,000 (Thirty Four Million and Three Hundred Fifty Seven Thousand US dollars) of Green Climate Fund in the form of a **grant** for the purposes of, and to assist, in financing the Funded Activity. **Any shortfall in grant in INR due to forex fluctuations will be borne by the Executing Entity for completion of grant component approved against GCF proceeds. Any upward revision in project cost due to cost escalation will be entirely borne by Executing Entity.**
- 3.02 Disbursement, administration and processing of GCF Proceeds by the Accredited Entity (NABARD) shall be in accordance with the Accredited Entity's rules, policies and procedures applicable to the extent and scope of its Accreditation with GCF, in order to allow it to comply with its obligations under this Agreement.
- 3.03 The Grant received by NABARD from GCF, in accordance with the Disbursement Plan provided in Part B of Schedule 2, would be released to Executing Entity upon the fulfilment by the Executing Entity, to the satisfaction of the NABARD and the Fund, of the relevant conditions precedent to disbursement set forth in Clause-8 below. In accordance with this Clause [3.04], the Grant shall be transferred to the bank account to be notified by the Executing Entity to the NABARD in writing in the Request for Disbursement ("NABARD/Project Account").

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FA-cum-Special Secretary, DoWR

- 3.04 NABARD shall release the 1st Grant fund in accordance with the Yearly action plan submitted by Executing Entity, subject to the receipt of project fund by NABARD from Green Climate Fund. Any subsequent transfer of Grant funds to the Executing Entity after the first installment shall be transferred only after NABARD receives the fund from GCF, based on the Annual performance Reports, submitted by Executing Entity and approved by NABARD and GCF.
- 3.05 The Currency for the Disbursements of Grant shall be INR.
- 3.06 The Accredited Entity (NABARD) shall make the proceeds of the Grant available to the Executing Entity in the form of a non-reimbursable grant in accordance with the terms and conditions consistent with the Funded Activity Agreement and this Agreement.
- 3.07 The Executing Entity shall ensure that the Grant (a) is used exclusively to finance Eligible Expenditures, in accordance with the approved items against the GCF proceeds and this Agreement, as set out in the Funding Proposal, and as further specified in the Budget; and (b) all the Eligible Expenditures shall be accrued by the Executing Entity before the Completion Date.
- 3.08 After the first disbursement of Grant by the NABARD, all subsequent Grant disbursements shall be subject to the cumulative expenditure of approved items against GCF proceeds by at least seventy per cent (70%) of the previous disbursements for the Eligible Expenditures.
- 3.09 The GCF Grant proceeds shall not be used to finance any costs incurred prior to the Effective Date.
- 3.10 The Executing Entity may request in writing an extension of the Closing Date and/or the Completion Date setting forth its justification for such an extension request, which shall not be unreasonably denied by the NABARD based on the approval of such request by GCF following due consideration of such justification. Such request received from Executing Entity (EE) would be submitted to the GCF by NABARD. The Fund has right to approve or deny such request within thirty (30) days following the Accredited Entity's request, except in case such extension needs the GCF Board approval, which may require a longer period to respond to the Accredited Entity's request.

Clause 4. Funded Activity Implementation

- 4.01 The Executing Entity shall be responsible for the overall management, execution and supervision of each Funded Activity by GCF grants in line with its own internal rules, policies and procedures, including administering and managing the use of GCF Proceeds, as well as the monitoring, evaluation and reporting responsibilities as set forth in the relevant Funding Proposal and SA.
- 4.02 The Executing Entity shall inform the Accredited Entity (NABARD) of any circumstances that may substantially interfere with the performance of its obligations under this Agreement with its management of any Funded Activity, or otherwise jeopardize the achievements of any objectives, outcomes or outputs of any Funded Activity, providing detailed information thereof to the Accredited Entity (NABARD) for its information promptly upon becoming aware of such circumstance.
- 4.03 The Accredited Entity (NABARD) and the Fund (including its members of the Board, Staff, Experts and Fund Agent) shall not be responsible or liable for any losses, damages or injuries caused to any persons under a Funded Activity, resulting from the acts, omissions or negligence of or breach of this Agreement by the Executing Entity's employees, directors, officers, agents, and representatives.

~~4.04~~ **Modifications to the Funded Activity:** Executing Entity shall consult with the NABARD

<p>Chief General Manager NABARD, Odisha RO Bhubaneswar</p> <p> CGO, NABARD</p>	<p>Project Director OCTDMS</p> <p> Project Director, OCTDMS</p>	<p>FA-cum-Special Secy. to Govt. Deptt. of Water Resources</p> <p> FA-cum-Special Secretary, DoWR</p>
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to determine, jointly, whether any proposed modification to the Fund Activity constitutes or could be reasonably considered to constitute a Major Change. Such changes would be required to be informed to the Fund and the NDA and based on the Fund's instructions on the necessary steps to be taken to address such event or to effect such proposed modification, which may involve seeking a new No-Objection Letter and/or new GCF Board approval.

4.05 For the purposes of Clause 4.04 above, a Major Change may include:

- (a) A change in the scope of the Funded Activity or use of the Funds which would result in a substantial deviation from the intended impacts that the Executing Entity seeks to achieve from the implementation of the Funded Activity, including its transition and/or environmental impact;
- (b) An adverse impact on the ability of the Executing Entities to operate the Funded Activity as a going concern;
- (c) The requirement for an additional financial commitment from the GCF; and
- (d) A change in any of the Executing Entities or an adverse change in the legal status of an Executing Entity or any third party involved in the implementation of the Funded Activity that impacts their continued ability to perform their material obligations.

4.06 The procurement of Goods and Services for Funded Activities, whether by Executing Entity or by a third party against approved items of GCF proceeds, shall be done in accordance with the rules, policies and procedures of the Government of India and State Government relevant polices in a transparent manner.

4.07 The Executing Entity shall, promptly, inform the Fund of any credible and material risks or other indications of money laundering and/or financing of terrorism in relation to a Funded Activity and promptly take steps recommended by Accredited Entity (NABARD) and the Fund. In those cases, the Accredited Entity (NABARD) may suspend the disbursements to the Executing Entity under this Agreement in consultation with the Fund until they have ceased or are reduced to the level satisfactory to the Accredited Entity (NABARD) and Fund. The Accredited Entity (NABARD) may also instruct the Executing Entity to suspend disbursements of funds to the relevant third parties until further instructions are given by the Fund to continue the disbursements.

Clause 5: Administration and Utilisation of Grant by the Executing Entity

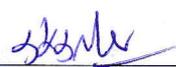
- 5.01 **Permitted Reallocation.** Any reallocation among the Funded Activity components described in the Budget provided in Part A of Schedule 2 resulting in a variation of more than 10 per cent (10%) of the previously agreed Budget for the component from which the funds are to be reallocated, must be approved in writing by the Accredited Entity (NABARD) in advance. Such reallocation would involve written approval from the AE/Fund. Notwithstanding the above, any increase in the agreed budget under Project Management shall be communicated and approved in writing by the AE in consultation with GCF Secretariat in advance.
- 5.02 **Retroactive financing.** The Funds shall not be used to finance any commitments or costs incurred prior to the Effective Date.
- 5.03 **Trust Fund.** Disbursement of GCF Proceeds by the AE shall be carried out in accordance with the SA, subject to the availability of resources from the Fund for the Funded Activity.
- 5.04 **Taxation.** All applicable Taxes shall be borne by the Project. The Accredited Entity (AE) and the Fund shall not be required to do any additional contribution for the payment of Taxes during the Project implementation.

**Chief General Manager
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Deptt. of Water Resources**


CGM, NABARD


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- 5.05 The Executing Entity shall ensure that GCF Proceeds and Other GCF Funds are, unless otherwise agreed, held in a GCF Account in Indian Rupees (in observation of local laws) until they are expended for individual Funded Activities. GCF Proceeds and investment/interest income, if any, shall be accounted for, and used solely for the purposes of implementing the Funded Activities. The Executing Entity shall maintain separate records and accounts in respect of the GCF Proceeds and Other GCF Funds and disbursements made therefrom. In case the GCF Proceeds and related income on GCF proceeds held by the Executing Entity until they are disbursed for individual Funded Activities, transferred to the Accredited Entity (NABARD) or otherwise disposed, as the case may be, and the transferred funds prove to be insufficient to complete the Funded Activity or to be paid to the Accredited Entity (NABARD) and the Fund (including Reflowed Funds and/or unused funds), as a result of exchange rate fluctuations, the Accredited Entity (NABARD) and the Fund shall not bear any responsibility for providing any additional financing nor any losses due to such exchange rate fluctuations.
- 5.06 Separate books of accounts for receiving and utilizing the grant for project with adequate documentary evidence by way of bills, receipts, vouchers, etc., will be maintained by Executing Entity. The expenditure incurred should be maintained as per the sanction heads. Accredited Entity (NABARD) and GCF officials shall have right to inspect the accounts and documents maintained for the purpose and to monitor the progress in project work by deputing its officers or by calling for the documents in the original or as copies.
- 5.07 Unused funds from GCF Proceeds, including any Investment Income associated therewith, for which no further disbursements, liabilities or costs are due to be made or paid by the Executing Entity (or any other entity involved in the relevant Funded Activity), within such period of time as the Accredited Entity (NABARD) and the Fund may specify at its sole discretion, shall be returned by the Executing Entity to the Accredited Entity (NABARD) at its first request to the Accredited Entity (NABARD) account (or to such other entity or account as the Accredited Entity (NABARD) may designate) but, unless an event of default as provided for in Clause 10.01 has occurred, not more frequently than semi-annual. The Executing Entity shall maintain a record of any such unused funds and Investment Income associated therewith and report them to the Accredited Entity (NABARD) pursuant to Clause 7 below. The Executing Entity shall impose similar refund requirements on its counterparties involved in the relevant Funded Activity.
- 5.08 Unless Reflowed Funds are paid directly to the Accredited Entity (NABARD) and the Accredited Entity (NABARD) account (or to such other entity or account as the Accredited Entity (NABARD) may designate), the Executing Entity shall hold or record any Reflowed Funds (following their receipt by the Executing Entity) in the GCF Account and, immediately following such receipt, notify the Accredited Entity (NABARD) and transfer the Reflowed Funds to the Accredited Entity (NABARD) account (or to such other entity or account as the Accredited Entity (NABARD) may designate). The Executing Entity shall maintain a record of any such Reflowed Funds and report them to the Accredited Entity (NABARD) pursuant to Clause 7 below. For the avoidance of doubt, Reflowed Funds shall not include any unused or undischursed funds with respect to a Funded Activity. Any unused funds with respect to Funded Activities shall be administered by the Executing Entity in accordance with Clause 5.7 above.
- 5.09 Investment Income shall be held or recorded by the Executing Entity in the NABARD/Project Account until such Investment Income is to be transferred to the Accredited Entity (NABARD) account (or to such other entity or account as the Accredited Entity (NABARD) may designate) in accordance with the relevant Subsidiary Agreement or as the Accredited Entity (NABARD) may otherwise request. The Executing Entity shall maintain a record of any such income and report to the Accredited Entity (NABARD) pursuant to Clause 7 below.

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- 5.10 With respect to any monies owed by the Accredited Entity (NABARD) to the Executing Entity or any other monies owed to the Executing Entity by any third party (including any other Executing Entity), the Executing Entity may not without the prior consent of the Accredited Entity (NABARD) and the Fund reduce or set off such amounts owed against the GCF Proceeds or income earned on GCF proceeds received, held or recorded by the Executing Entity.

Clause 6. Effectiveness

- 6.01 Subject to clause 6.02 of the AMA, this Subsidiary Agreement shall enter into effect on the date upon which the Fund notifies to the Accredited Entity of its acceptance of the evidences specified below ("**Effective Date**"):
- (a) Delivery of a duly authorized and executed copy of this Agreement by the Executing Entity;
 - (b) Delivery of a letter, to the Accredited Entity confirming that the SA entered into execution by the Executing Entity has been duly approved by highest authority of the Executing Entity and has authorized, duly executed and delivered on behalf of the Executing Entity, and is legally binding upon the Executing Entity in accordance with its terms;
 - (c) Delivery by the Executing Entity of an indicative disbursement schedule indicating month and year of the disbursement of the GCF Proceeds to the Accredited Entity (NABARD) by the Executing Entity Account for the implementation of the Funded Activity;
 - (d) Delivery to the Fund by the Accredited Entity of an executed copy of the Subsidiary Agreement between the Accredited Entity (NABARD) and the Executing Entity (This copy); and acceptance of this SA by the Fund.
 - (e) Delivery of a certificate, to the Accredited Entity confirming that the the co-financing amount has been duly authorized by all necessary approvals of the Executing Entity and confirming that the co-financing funds for the Project have been obtained or secured by means of legally binding arrangements.
- 6.02 If, before the Effective Date, any event has occurred which would entitle the Fund and Accredited Entity (NABARD) to suspend the right of the Executing Entity to receive Disbursements if this Agreement had been effective, as provided in Clause 10.01, the Fund may postpone the dispatch of the notice referred to in Clause 6.01 until such event (or events) has (or have) ceased to exist.¹
- 6.03 **Termination for Failure to Become Effective.** This Agreement and all obligations of the Parties under it shall terminate if it has not entered into effect by the date which falls ninety(90)days after the date of this Agreement, unless the AE, after consideration of the reasons for the delay and following consultations with the Executing Entity, establishes a later date for the purpose of this Clause 6. The EE shall promptly notify the Accredited Entity (NABARD) of such later date. Such changes in the in the date of effectiveness of the agreement would require approval for the Fund since the same would have bearing on date of effectiveness of FAA.

Clause 7. Financial Management, Financial Information, Reporting, Monitoring and Evaluation Schedule

- 7.01 The Executing Entity shall ensure that:

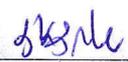
Chief General Manager
NABARD, Odisha
Bhubaneswar

¹ Clauses 11.01 and 11.04 of the SA (Force Majeure) apply.

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- (a) a financial management system is maintained, with separate informational statements, accounts and records of GCF Proceeds and Other GCF Funds being prepared in accordance with internationally recognized accounting standards, consistently applied and acceptable to the Accredited Entity (NABARD);
- (b) the Separate books of accounts for receiving and utilizing the grant for project with adequate documentary evidence by way of bills, receipts, vouchers, etc., will be maintained by the Executing Entity. The expenditure incurred should be maintained as per the sanction heads. Accredited Entity (NABARD) shall have right to inspect the accounts and documents maintained for the purpose and to monitor the progress in project works by deputing its officers or by calling for the documents in the original or as copies.
- (c) the Financial Information referred to in Clauses 7.02(b) and 7.02(c) below are audited annually by independent external auditors or such other auditors as are acceptable to the Accredited Entity (NABARD), in accordance with internationally recognized auditing and accounting standards that are acceptable to the Fund; the Financial Information, as so audited, are furnished to the Accredited Entity (NABARD) in accordance with Clauses 7.02(b) and 7.02(c), together with such other information concerning the audited Financial Information and such auditors, as the Accredited Entity (NABARD) and the Fund may from time to time reasonably request.

7.02 The Executing Entity shall provide to the Accredited Entity (NABARD) the following Financial Information in a form and means agreed with the Fund:

- (a) on a semi-annual basis within thirty (30) days after 30 June and 31 December of each year:
 - (i) the dates and amounts disbursed for Funded Activities, for the period reported and cumulative amounts up to the period, broken down by each Funded Activity, and compliance with financial covenants;
 - (ii) the actual expenditures for the Funded Activities for the period reported and cumulative amounts up to the period, broken down by each Funded Activity; (A) the date on which any Funded Activity is financially closed, (B) the final amount disbursed for such Funded Activity, (C) the amount of any unused funds from such Funded Activity, and (D) the amount of such unused funds paid to the Fund, for the period reported, broken down by each such Funded Activity;
 - (iii) the dates and amounts of any Reflowed Funds received by the Executing Entity from Funded Activities, as well as the amount of such Reflowed Funds paid to the Accredited Entity (NABARD), for the period reported and cumulative amounts up to the period, broken down by each Funded Activity; and
 - (iv) a statement of Investment Income earned on GCF Proceeds, as well as the amount of such Investment Income paid to the Accredited Entity (NABARD);
- (b) within one (1) month after the end of the GCF Fiscal Year, an unaudited annual financial statement for each of the Funded Activities and the project Account containing the information required under Clauses 7.02(a)(i), 7.02(a)(ii) and 7.02(a)(iv) with specific Funded Activities listed in a separate annex, and within three (3) months after the end of the GCF Fiscal Year, an audited annual financial statement for each of the Funded Activities and the project Account containing the same information;

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- (c) within one (1) month after expiration or termination of this Agreement, an unaudited final financial statement for the GCF Account, and within three (3) months after expiration or termination, an audited final financial statement for the project Account, in each case regarding the period since the last period covered by the statements referred to in Clause 7.02(b) above; and
 - (d) such other reports related to funds disbursed by the Accredited Entity (NABARD), as may reasonably be requested by the Accredited Entity (NABARD) and the Fund from time to time.
- 7.03 Each Party acknowledges and agrees that, a Party may release in the public domain any report or statement, in whole or in part, that has been submitted to it by the other Party under this Agreement. Each Party also acknowledges and agrees that the other Party may use, reproduce, modify and/or adapt information and other data contained in such reports, unless marked as confidential as agreed by both Parties, for any reason whatsoever.
- 7.04 The Accredited Entity or the Fund may, in its sole discretion, utilize the Accredited Entity Agent or the Fund Agent to perform certain functions or activities on behalf of the Accredited Entity or Fund, including but not limited to:
- (a) conducting periodic reviews, ad hoc checks, or evaluations permitted under this Agreement; and
 - (b) verifying the status of a Funded Activity, use of GCF Grant Proceeds and income earned through GCF proceeds, and compliance with the terms and conditions of this Agreement.
- 7.05 The Executing Entity shall cooperate fully, and shall contractually ensure that any other parties involved in a Funded Activity shall or cause such other parties to cooperate fully, with the Fund Agent to permit the Accredited Entity Agent or the Fund Agent to carry out its functions or activities. To this end, the Executing Entity shall, among other things:
- (a) submit reports, Financial Information, and other information, documents or communications required under this Agreement to the Accredited Entity (NABARD) through the Accredited Entity Agent or the Fund Agent;
 - (b) permit or arrange for the Accredited Entity Agent or the Fund Agent, in consultation and coordination with the Executing Entity, to perform ad hoc site visits and/or meet with and interview its or the Executing Entity's staff, consultants, contractors, or agents at the times agreed to by the Executing Entity and the Accredited Entity Agent or the Fund Agent; and
 - (c) cooperate with the Accredited Entity Agent or the Fund Agent in other ways that the Accredited Entity (NABARD) or the Fund may specify (e.g. in obtaining supporting documentation for the Accredited Entity Agent or the Fund Agent to obtain a visa).
- 7.06 The principal representative of the Accredited Entity Agent or the Fund Agent shall be the person or entity named or acting in the position identified in communication transmitted by the Accredited Entity (NABARD)/ Fund to the Executing Entity citing this Clause 7.06. The Accredited Entity (NABARD) and the Fund may, in its sole discretion, decide to replace the Accredited Entity Agent or the Fund Agent or designate an alternative principal representative of the Accredited Entity Agent or the Fund Agent and shall inform the Executing Entity accordingly.
- 7.07 The Executing Entity shall ensure that:

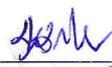
Chief General Manager
NABARD, Odisha RO
Bhubaneswar


CGM, NABARD


Project Director, OCTDMS

Project Director
OCTDMS

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- (a) all documents related to this Agreement, including documents relating to individual Funded Activities, are promptly furnished to the Accredited Entity (NABARD) upon its request, in such detail as the Accredited Entity (NABARD) may reasonably request;
- (b) documents are maintained adequately to record the progress of individual Funded Activities (including its cost and the climate change adaptation and/or mitigation benefits to be derived from it);
- (c) all documents related to individual Funded Activities, including records evidencing use of GCF Proceeds, are retained until at least five (5) years after the relevant Reporting Period,
- (d) the representatives of the Accredited Entity (NABARD) and the Fund are able to examine all records referred in Clauses 7.08(b) and 7.08(c), and are provided all such information concerning such records as they may from time to time reasonably request; and
- (e) the information relating to Funded Activities required by the Information Disclosure Policy is made publicly available in a timely fashion pursuant thereto.

7.08 The Executing Entity shall provide to the AE/Fund the following reports prepared in a form and manner compliant with the practices and procedures of the Accredited Entity (NABARD) and the Fund for Funded Activities:

- (a) Annual Performance Reports (APRs) on the status of each Funded Activity throughout the relevant Reporting Period, including a narrative report on implementation progress based on the logical framework submitted in the Funding Proposal and considerations on the ongoing performance of the Funded Activity against the Fund's investment framework criteria, including updates on the indicators as per the guidance provided by the Fund's results management framework, and a report on ESS as well as gender. The APR shall be submitted to the Accredited Entity (NABARD) by the Executing Entity on an annual basis for the period ending on 31 December within thirty (30) days after the end of the relevant annual period, with the first APR required to be submitted following the end of the calendar year after the Parties have entered into the relevant FAA, and the last APR required to be submitted within three (3) months of the end of the relevant Reporting Period.
- (b) Interim and final evaluation reports, as outlined in the relevant Funding Proposal, setting out any necessary corrective measures (in the case of interim reports), an assessment of the performance of the Funded Activity against the Fund's investment framework criteria, including financial/economic performances as part of the Funded Activity efficiency and effectiveness criterion, as well as the sustainability and scalability of results and impacts and lessons learned, during the relevant period. Such interim and final evaluation reports will be prepared by an independent evaluator selected by the Accredited Entity (NABARD) or by an independent evaluation unit/office of the Accredited Entity (NABARD) and reasonably acceptable to the Fund, and shall be submitted on the dates or according to the schedule set forth therein. Copies of these reports shall be forwarded to the NDA for information;
- (c) In accordance with the Monitoring and Accountability Framework of the Fund, the Executing Entity will submit, on an annual basis for the period ending on 31 December within thirty (30) days after the end of the relevant annual period:

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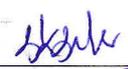
- (i) a self-assessment of its compliance with the Fiduciary Principles and Standards, ESS, Gender Policy of the Fund and relevant monitoring requirements included in the funding proposal.
- (d) The Accredited Entity (NABARD) may prescribe any other such reports from the Executing Entity as required by its internal policies as may reasonably be requested by the Accredited Entity (NABARD) and the Fund in order to enable it to assess the results and impacts of the Funded Activity and/or compliance with this Agreement.
- (e) Based on the reports submitted to the Accredited Entity (NABARD) and the Fund pursuant to Clauses 7.02(a) and 7.02(d) above in relation to a Funded Activity, in the event of any undue or unjustifiable delays in implementation, the Accredited Entity (NABARD) and the Fund may choose, upon consultation with the Executing Entity and taking into account outstanding liabilities, and based on the approval by the Fund to adjust the Disbursement Schedule set out in the relevant FAA, suspend disbursements until further progress has been made in the implementation of the Funded Activity to the Fund's satisfaction or take such other action as may be permitted under the relevant FAA.
- 7.09 The monitoring and evaluation of the Funded Activity shall be done in accordance with Schedule 4.
- 7.10 With regard to Periodic Review, Ad Hoc Checks and Evaluation:
- (a) Executing Entity may provide necessary reasonable support for taking up periodic review, Ad HoC Checks and Evaluation by the Accredited Entity (NABARD) and the Fund in terms of necessary information concerning the use of Funded Activity where there is reason for concern that GCF Proceeds under the Funded Activity may not have been used in accordance with this agreement.
- (b) The Executing Entity shall invite representatives of the Accredited Entity (NABARD) to participate in the review, supervision or other similar missions led by the Executing Entity relating to a Funded Activity, when applicable. Such missions shall be planned and carried out in a collaborative manner, with procedural matters agreed upon by the Parties in advance, keeping in mind the effective and efficient implementation of the Funded Activity. Each Party shall bear its own costs in relation to such missions, in accordance with the specific agreements to be entered into by such Parties.
- (c) The Accredited Entity (NABARD) and the Fund may, in accordance with the Monitoring and Accountability Framework requirements of the Fund, at its own cost and with reasonable notice to the Executing Entity, conduct (a) ad hoc checks on the use of GCF Proceeds or Other GCF Funds and the Executing Entity's compliance with the Standards and this Agreement, and/or (b) ex post evaluations of Funded Activities, and the Executing Entity shall cooperate with the Accredited Entity (NABARD) and the Fund in the conduct of such ad hoc checks or evaluations and provide such information and documentation as may be reasonably requested by the Accredited Entity (NABARD) and the Fund.
- (d) The Executing Entity shall co-operate with the GCF Secretariat and the Accountability Units and provide them with reasonable assistance in carrying out their functions including promoting cooperation between the Accountability Units and the corresponding body or unit of the Accredited Entity.

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Clause 8. Conditions Precedent to Disbursement

8.01 The obligation of the AE to make any Disbursements under this Agreement shall be subject to the following conditions having been fulfilled to the satisfaction, in form and substance, of the Fund:

(a) Conditions precedent to first Disbursement:

- (i) Delivery by the Executing Entity to the Accredited Entity (NABARD) of a financing coordination plan with other Co-financiers;
- (ii) Fulfilment of the conditions for effectiveness set out in Clause 6;
- (iii) Delivery by the Executing Entity of a procurement plan in form and substance satisfactory to the Accredited Entity (NABARD) and the Fund;
- (iv) Implementation arrangements of Executing Entity to implement components against GCF proceeds to Accredited Entity's satisfaction.
- (v) Delivery by the Executive Entity of evidence, satisfactory to the Accredited Entity (NABARD), of the authority of the person or persons authorized to sign each Request for Disbursement under this Agreement, unless otherwise notified by the Executive Entity, and the specimen signature of each such persons.
- (vi) Delivery of a letter issued by the Executing Entity's bank addressed to the Accredited Entity (NABARD) indicating the owner of the bank account informed by the Executing Entity in the Request for Disbursement for the receipt of the GCF Proceeds, which shall include the name of the bank, address and branch name, the relevant bank identification code (IFSC /SWIFT) and the account number.

(b) General conditions precedent for all Disbursements:

- (i) Except for the first disbursement, submission of evidence by the Executing Entity to the Accredited Entity (NABARD) that at least seventy per cent (70%) of the funds previously disbursed by the Accredited Entity (NABARD) have been cumulatively spent on the Project;
- (ii) Except for the first disbursement, submission by the Executing Entity of APRs and financial information in accordance with the SA;
- (iii) Delivery of a Request for Disbursement by the Executing Entity, in a form and substance satisfactory to the Fund, within twenty (20) calendar days prior to the expected date of disbursement;
- (iv) Confirmation by the Executing Entity that there is no event of default occurring with respect to the Subsidiary Agreement; and
- (v) Confirmation by the Executing Entity that the baseline study, including a revised cost estimate for the project activities in Component 1, has been completed with respect to the construction of the community tanks to be financed by the GCF Proceeds to be disbursed by the Accredited Entity (NABARD) in the relevant Disbursements; and
- (vi) Delivery to the Accredited Entity (NABARD) by the Executing Entity of evidence indicating the status and amount of Co-financing disbursed and applied to the implementation of the Funded Activity up to the date of the request for funds made by the Executing Entity.

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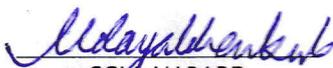

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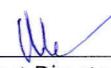
- 8.02 If within 120 days from the Effective Date, or such longer period established by the Fund in writing, [the Executing Entity has not requested the first Disbursement] **OR** [the conditions precedent for the first Disbursement established in Clause 8.01 have not been fulfilled], the Accredited Entity (NABARD) in consultation with Fund may terminate this Agreement by giving notice to the Executing Entity.
- 8.03 If at the Closing Date, the Executing Entity has not requested the disbursement of the full amount of the GCF Proceeds with at least [Twenty (20) calendar days] prior to such date, or the Accredited Entity (NABARD) has not otherwise disbursed the full amount of the GCF Proceeds, the undisbursed portion of the GCF Proceeds available with the Accredited Entity (NABARD) shall automatically be cancelled and no longer available for disbursement.

Clause 9. Additional Representations, Warranties and Covenants of the Executing Entity

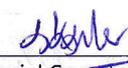
- 9.01 As of the date of execution of this Agreement and on the date of each Disbursement, the Executing Entity represents and warrants that:
- (a) The execution and delivery of this Agreement and the fulfilment and compliance with the terms of this Agreement the case may be, including the implementation of any Funded Activity by it, will not conflict with or require the consent of any person, authority or body, under any of its national laws, rules, regulations or guidelines, or other agreement to which the Executing Entity is a party, which has not been obtained;
 - (b) it has the capacity and authority to enter into this Agreement;
 - (c) its own activities related to any Funded Activity are operated in compliance with the laws of the Land in which it operates, and other laws applicable to the Executing Entity, including but not limited to intellectual property law;
 - (d) any factual information provided by it to the Accredited Entity (NABARD) and the Fund as part of the Funding Proposal is to the best of its knowledge true and accurate in all material respects as at the date it is provided or as at the date (if any) at which it is stated;
 - (e) the financial projections, if any, contained in a Funding Proposal or Subsidiary Agreement will be or were, as the case may be, prepared on the basis of recent historical information and on the basis of reasonable assumptions;
 - (f) to the best of its knowledge, nothing has occurred or been omitted from the Funding Proposal and no information has been given or withheld that results in the information contained in the Funding Proposal being untrue or misleading in any material respect. There are no events or circumstances of which the Executing Entity is or should reasonably have been aware that may substantially interfere with the performance of the Executing Entity's obligations under this Agreement, the SA or with the implementation of the Funded Activity, or otherwise jeopardize the achievements of any objectives, outcomes or outputs of the Funded Activity; The Subsidiary Agreement remains in effect;
 - (g) There is no Event of Default occurring with respect to this Agreement and the Funded Activity;
- 9.02 In addition to other relevant clauses of this Agreement, the Executing Entity covenants that as from the Effective Date it shall:

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- (b) cause the Funded Activity to be carried out with due diligence and efficiency and in conformity with sound and applicable technical, financial, business and development practices;
- (c) obtain, or cause any other entity involved in the Funded Activity to obtain, all necessary licenses, approvals and consents to implement, (if appropriate) carry out or operate any Funded Activity, all of which are to be maintained in full force and effect;
- (d) immediately provide or cause to provide written notice to the Accredited Entity of any legitimate claims, investigations or proceedings which, if determined adversely, could reasonably be expected to result in a material adverse effect on the ability of the Executing Entity to perform any of its obligations under this Agreement;
- (e) ensure that GCF Proceeds and Other GCF Funds provided for or resulting from the purposes of any Funded Activity are not, or contractually cause such GCF Proceeds and Other GCF Funds not to be, used by it or by any recipients, including any Executing Entity, to whom the funds are disbursed for any illegal or improper purposes (including bribery) contrary to this Agreement or any laws of the land in which the Funded Activity is to be implemented, provisions corresponding to its own rules, policies and procedures in order to comply with the Policy on Prohibited Practices and contractually oblige the to incorporate such provisions in its agreements with third parties relating to the relevant Funded Activity;
- (f) repay and or claim repayment through Executing Entity or directly from other persons or entities involved, of any GCF Funds or GCF Proceeds to Accredited Entity (NABARD) used by any of them to any purpose set out in Clause 9.02(e);
- (g) maintain an effective conflict of interest (as that term is defined in the Policy on Prohibited Practices) policy and compliance function to ensure the separation of personnel and available confidential information between those responsible for the Executing Entity's discharge of its obligations to the Accredited Entity (NABARD) and Fund under this Agreement and those responsible for the preparation, presentation, sourcing and implementation of a Funding Proposal and/or a Funded Activity (as applicable);
- (h) ensure compliance or cause compliance of a Funded Activity with all laws of the Land and all other laws applicable to the Executing Entity.
- (i) Considering the experimental nature of groundwater recharge technology, ensure that the implementation shall be done in a staged approach, with clear incorporation of lessons from previous stages;
- (j) Undertake and/or put in place any reasonable measures in order to ensure that the management of the environmental and social risks and impacts arising from the Project complies at all times the recommendations, requirements and procedures set forth in the environmental and social safeguards document/(s), ESMP, which was prepared and provided by to Accredited Entity (NABARD) and the Fund for the relevant Project;
- (k) promptly furnish evidence, in a form and substance satisfactory to the Fund, and upon its request, that all land and rights in respect of the land are available for the purposes of the Funded Activity in case the Executing Entity acquires any land and rights in respect of the land that are required to carry out the Funded Activity;

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- (l) Prior to commencing any construction works or activities for the implementation of the Project, submit the detailed Environmental and Social Management Plan for related to the relevant construction works or activities to be executed for a tank infrastructure in a form and substance satisfactory to the Accredited Entity (NABARD) and the Fund ; and
- (m) Upon request by the Accredited Entity (NABARD) and the Fund, inform the Accredited Entity (NABARD) on the status of the co-financing funds that have been disbursed and applied to the implementation of the Project activities;
- (n) (i) Not to amend or alter any of the Co-financing Agreements in such way that the Co-financing is reduced or delayed, unless it is previously consulted with, and consented by, the Accredited Entity (NABARD) and the Fund; and (ii) promptly inform the Accredited Entity (NABARD) and the Fund of any cancellation, reduction or prepayment (whether in whole or in part) of the Co-financing;
- (o) Provide its Co-financing in a timely manner for the completed and uninterrupted execution of the Funded Activity, as described in the Funding Proposal and ensure that the Co-financing for the complete and uninterrupted execution of the Funded Activity is obtained from and contributed by the Co-financiers in a timely manner;
- (p) Take appropriate measures to ensure that the Co-financing and the Funds are disbursed and/or applied proportionally and simultaneously for the implementation of the Funded Activity; and
- (q) The Executing Entity shall, in case of a change of the authorized representative to sign the Request for Disbursement, provide, together with the Request for Disbursement, evidence, satisfactory to the Accredited Entity (NABARD) and the Fund, of the authority of such person to sign the Request for Disbursement and the relevant authenticated specimen signature of such person.
- (r) Ensure that a grievance redress mechanism at the village level that will, in addition Independent Redress Mechanism of the GCF and to the grievance redress mechanism of Accredited Entity (NABARD), be able to effectively receive grievances due to the Project and facilitate, through problem-solving methods, the resolution thereof.
- (s) Ensure to provide reasonable assistance to the Independent Integrity Unit, the Independent Redress Mechanism and the Independent Evaluation Unit of the Fund and the corresponding body or unit of the Accredited Entity (NABARD) to carry their respective functions in terms of investigations, grievance redressal, and impact evolutions, respectively.
- (t) If applicable, file/record or enroll this Agreement with any relevant court or other authority or stamp, register or pay any similar Taxes or fees on or in relation to this Agreement.

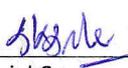
9.03 The Executing Entity shall comply and the case may be cause the all other persons and entities involved; a warranty whereby it warrants, and covenants to oblige all other persons and entities involved to warrant, that in developing the project, programme or investment referred to in the Funding Proposal before entering into the Subsidiary Agreement or other relevant agreement, they have complied,

- (a) with all applicable AML/CFT, "know your customer", and other similar checks under all laws and regulations applicable to the Accredited Entity, the Executing Entity or such other persons and entities, as the case may be, and that reflect international best fiduciary standards and practices in relation to the proposed Funded Activity; and

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- (b) with the anti-bribery laws of the Land/ Host Country and any other laws applicable to the Accredited Entity, the Executing Entity or such other persons and entities, as the case may be, and submit undertakings, and cause the other parties involved to submit the undertaking, that they shall not, directly or indirectly, in connection with the Funded Activity, pay, offer, give, promise to pay or authorize the payment of, or solicit, receive or agree to receive, any monies or other things of value to or from anyone in order to obtain, influence, or reward any improper advantage;
- 9.04 The Executive Entity shall inform and, as appropriate, consult with NABARD on steps to be taken in relation to the durable assets and/or equipment purchased with the Funds to implement the Funded Activity. In relation to a Funded Activity that is a grant financed in whole or in part with GCF Proceeds, if any part of such grant is used to purchase any durable assets or equipment used to implement the relevant Funded Activity (such as vehicles or office equipment), upon completion of the Funded Activity or termination of the relevant Subsidiary Agreement in accordance with its terms, the Executing Entity shall take such steps in relation to such assets or equipment as the Accredited Entity (NABARD) and the Fund may in its sole discretion require for the purposes of redeployment or realising their capital value, which may (without limitation) include: (a) procuring a fair market valuation of the assets or equipment; (b) negotiating and/or procuring the sale or transfer of the assets or equipment; and/or (c) procuring that any funds or proceeds received by Executing Entity (or any other entity that receives such funds) as a result of the sale of the assets or equipment are paid or transferred to the Executing Entity. Any funds or proceeds received by or reflowed to the Executing Entity in respect of the sale or transfer of such assets or equipment shall constitute Reflowed Funds and shall be held and transferred to the Accredited Entity (NABARD)/ the Fund in accordance with Clause 7.04.
- 9.05 Any greenhouse gas emission reductions (e.g. in emissions by sources or an enhancement of removal by sinks) achieved by the Funded Activity shall not be converted into any offset credits or units generated thereby, or if so converted, will be retired without allowing any other emissions of greenhouse gases to be offset.

Clause 10 Additional Remedies to the Fund

10.01 Events of Default. The following events shall constitute an event of default by the Executing Entity of this Agreement (each, an “Event of Default”):

- (a) the Executing Entity failed to comply, in any material respect with, or shall have failed to perform in any material respects, any of its obligations under this Agreement;
- (b) a representation or warranty made or repeated by the Executing Entity proves to have been incorrect or misleading in any material respect when made or repeated or deemed to have been made or repeated;
- (c) any action or proceeding has been taken by the Executing Entity or by any third party, whereby any substantial part of the assets of the Executing Entity shall or may be distributed or disposed among its creditors;
- (d) at any time, the Accredited Entity (NABARD) and the Fund determines that the procurement of Goods and Services in respect of any Funded Activity to be financed by the Fund is materially inconsistent with the policies and processes set forth or referred to in this Agreement;
- (e) at any time, the Accredited Entity (NABARD) and the Fund determines that any representative of the Executing Entity, or third party contracted by the Executing Entity in respect of a Funded Activity, has engaged in a Prohibited Practice, without the Executing Entity (or, other such entity) having taken timely and appropriate action

Chief General Manager
NABARD, Guwahati
Bhubaneswar


CGM, NABARD


Project Director, OCTDMS
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satisfactory to the Accredited Entity (NABARD) and the Fund to address such Prohibited Practices when they occur; or

- (f) at any time, a finding is made by a duly authorized investigative or adjudicative body that the Executing Entity (or any of its directors, officers or employees) has engaged in fraudulent, corrupt, coercive, collusive, abusive or obstructive practices (as may be defined under any applicable law) in connection with this Funded Activity.
- (g) The Executing Entity has failed to comply, in any material respect with, or has failed to perform in any material respects, any of its obligations under this Agreement (including, but not limited to, misrepresentation and breach of warranties, and non-performance of any covenants) and has failed to remedy such non-compliance or non-performance within a reasonable time set by the Fund at its sole discretion;
- (h) Any of the Project Documents, or any of the rights and obligations set out herein, either: (i) ceases to be in full force and effect; (ii) is subject to a notice of termination; or (iii) its validity, legality or enforceability is challenged; provided that no Event of Default will occur pursuant to this paragraph (b) if: (1) the challenge or notice of termination is withdrawn within twenty (20) days after the date on which the Accredited Entity (NABARD) became aware of such challenge or notice; or (2) if, in the opinion of the Fund, after consultations with the Accredited Entity, such dispute does not have a Material Adverse Effect;
- (i) Any of the following events occurs with respect to a Co-financing Agreement: (i) such agreement does not become effective pursuant to its terms; (ii) a Co-financier has suspended, cancelled or terminated, in whole or in part, its commitment pursuant to the terms of the relevant Co-financing Agreement; or (iii) the Co-financing has become due and payable prior to its agreed maturity; provided that this Event of Default shall not apply if the Executing Entity establishes, to the satisfaction of the Fund, that: (1) such suspension, cancellation, termination or prematuring was not caused by the failure of the Executing Entity to perform any of its obligations under the relevant Co-financing Agreement; and (2) adequate funds for the Project are available from other sources on terms and conditions consistent with the obligations of the Executing Entity under the Project Documents;
- (j) If an event of default, pursuant to the terms of the relevant agreement(s), has occurred under: (i) the SA; (ii) the Co-financing Agreement(s); or any other Subsidiary Agreement entered between the Parties. The Executing Entity has failed to timely take the necessary steps instructed by the AE, in accordance with Clause 4.03 and 4.04 of this Agreement, to address a Major Change.
- (k) A representation or warranty made or repeated by the Executing Entity pursuant to Clause 9.04 of this Agreement proves to have been incorrect or misleading in any material respect when made or repeated or deemed to have been made or repeated

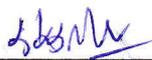
10.02 Remedies and consequences of default. Notwithstanding any other right or remedy available to the Accredited Entity (NABARD), upon an Event of Default indicated under Clause 10.01, the Accredited Entity (NABARD) will be entitled to exercise one or more of the following remedies:

- (a) First, the AE may require the Executing Entity to remedy such Event of Default within a reasonable period not exceeding 90 days; or
- (b) In case of occurrence of event of Default under Clause 10.01 (c), (d), (e), and if such Event of Default is not remedied pursuant to paragraph (a) of this Clause 10.02, the Accredited Entity (NABARD) may, by notice to the Executing Entity:

Chief General Manager
NABARD, Odisha RO
Bhubaneswar

CGM, NABARD


Project Director, OCTDMS
Project Director
OCTDMS


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Deptt. of Water Resources

- (i) Terminate this Agreement upon giving notice to the Executing Entity.
- (ii) Suspend the right of the Executing Entity to receive Disbursements, provided that such suspension shall continue until the Fund notifies to the Executing Entity that such right has been restored; or
- (iii) (1) Cease or postpone the consideration or approval of any other funding proposals or the finalization of any agreements relating to the other funding proposals being discussed between the Parties; and/or (2) suspend or postpone the effectiveness or any disbursements under any other Subsidiary Agreement entered between the Parties; or The Accredited Entity (NABARD) may be entitled to a refund or restitution of GCF Proceeds and Other GCF Funds for any Funded Activity to the extent such funds (A) are unused, after paying any liabilities then outstanding incurred in accordance with this Agreement, or (B) have been improperly used by the Executing Entity or, if applicable, require the Executing Entity to seek a refund or restitution of GCF Proceeds or Other GCF Funds from third parties having exercised all best efforts

Clause 11. Force Majeure

- 11.01 Neither of the Parties shall be held liable for the breach of its obligations under this Agreement if it is prevented from fulfilling them by reason of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement, as applicable.
- 11.02 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fifteen (15) days following the occurrence of such event, providing evidence of the nature and cause of such event, which shall include the information about the possibility of restoration of normal conditions as soon as possible.
- 11.03 The Executing Entity may withdraw a Funding Proposal at any time, if the Accredited Entity, in consultation with the Executing Entity as well as the Fund, determines and so notifies the Fund that an event constituting Force Majeure has occurred which would make it impossible, too difficult or too dangerous for the Accredited Entity and/or Executing Entity to implement the proposed Funded Activity.
- 11.04 If after the execution of an SA the Accredited Entity (NABARD), in consultation with the Executing Entity and the Fund, determines and so notifies the Fund that an event constituting Force Majeure has occurred which would make it impossible, too difficult or too dangerous for the Accredited Entity and/or the Executing Entity, as the case may be, to continue with the implementation of the relevant Funded Activity, the Parties may, upon mutual written agreement, terminate such SA.

Clause 12. Step-in Rights

- 12.01 In the event the Accredited Entity and the Fund exercises its rights under Clauses 10.02 of the this Agreement , the Executing Entity shall execute such documents and take such steps as are reasonably necessary to enable the Fund to give effect to such provisions.

Clause 13. Applicable Law; Dispute Resolution

- 13.01 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 Accredited Entity (NABARD) and the Executing Entity.

Chief General Manager
NABARD, Odisha RO
Bhubaneswar


GM, NABARD


Project Director, OCTDMS
OCTDMS

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- 13.02 Any dispute, controversy or claim arising out of or relating to this Sanction letter and the Agreement, or the breach, termination or invalidity thereof, which has not been settled amicably between the Implementing Entity (NABARD) and the Executing Entity, shall be settled by arbitration in accordance with the Indian Arbitration & Conciliation Act, 1996, as amended from time to time.
- 13.03 The Courts at Bhubaneswar only shall have jurisdiction to settle the disputes arising during the currency of the agreement or any claims arising out of the agreement between parties.

Clause 14. Designated Authority; Notices

- 14.01. Any notice, request, document, report, or other communication submitted by either the Executing Entity or the Fund, shall unless expressly specified in this Agreement, be in English and 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 Executing Entity:

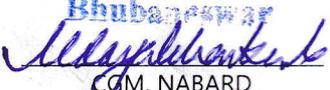
Attn: Project Director, OCTDMS, DOWR
Address: 7th Floor, Rajiv Bhawan, Bhubaneswar, 751 001, Odisha
Fax:
Email: spuoiipcra.od@gov.in & pdoiipcra.od@gov.in

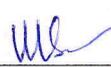
For the AE:

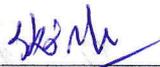
Attn: Chief General Manager, Farm Sector Development Department
Address: National Bank for Agriculture and Rural Development (NABARD), 5th Floor, 'A' Wing C-24, 'G' Block Bandra Kurla Complex, Bandra (East) Mumbai - 400 051 Maharashtra
Fax: +91 0222653 9632
Email: climate.change@nabard.org / fsdd@nabard.org

Clause 15. Miscellaneous

- 15.01. A Party may change the information set forth in Clause 14.01 by delivery to the other Party of a written notice signed by an authorized representative, provided that such changes will become effective only after [five (5) calendar days] from the receipt of such notice by the other Party.
- 15.02. **Assignment; Novation.** The Executing Entity may not assign or transfer, in any manner whatsoever, its rights and obligations under this Agreement, whether in full or in part, without the prior written consent of the AE/Fund, which consent may be granted or not granted at the Fund's discretion.
- 15.03. **Execution in Counterparts.** This Agreement may be executed in two counterparts, each of which shall be an original.
- 15.04. **Rights of Third Parties.** This Agreement is intended solely for the benefit of the Parties and is not intended to be for the benefit of, nor may any provision be enforced by, any person or entity that is not a Party to this Agreement. Any other statute or law to the contrary is hereby excluded or misapplied.
- 15.05. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the Parties with respect to its subject matter and supersedes all oral communication and prior writings with respect thereto, other than those writings expressly referred to or incorporated into this Agreement, including this Agreement.

Chief General Manager
NABARD, Odisha RO
Bhubaneswar

CGM, NABARD


Project Director, OCTDMS
Project Director
OCTDMS


FA-CA, Special Secretary, DOWR
Deptt. of Water Resources

- 15.06. **Modification or Amendment.** No modification or amendment of this Agreement shall be valid unless in writing and signed by an authorized representative of each Party.
- 15.07. **No waiver.** Failure to exercise, or a delay in exercising, any right, power or remedy by a Party under this Agreement shall not operate or be construed as a waiver of such right, power or remedy. No action by a Party in respect to any default, or any acquiescence by it in any default, shall affect or impair any right, power or remedy of such Party in respect to any other or subsequent default. Partial exercise of any right shall not prevent any further exercise of such right or the exercise of any other right or remedy under this Agreement [or the applicable law]. The rights and remedies of the AE are cumulative and not exclusive of any rights and remedies under this Agreement [or the applicable law].
- 15.08. **Relationship of the Parties.** Nothing contained in this Agreement shall be deemed or construed as creating a principal-agent relationship between the Parties hereto or be construed to evidence the intention of the Parties to constitute such. Neither Party shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement or undertaking with any third party.
- 15.09. **Severability.** If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other terms hereof shall remain in full force and effect.
- 15.10. **Duration and Survival:** This Agreement shall remain in full force and effect until all the obligations of the Executing Entity under this Agreement have been fulfilled. Notwithstanding the foregoing, Clause [13.01] (Applicable Law; Dispute Resolution) and this Clause 16 (Miscellaneous) shall, unless explicitly provided otherwise, survive for a period of **[five (5) years]**² after the termination of this Agreement.

² Tailor as appropriate.

Chief General Manager
NABARD, Odisha RO
Bhubaneswar

CGM, NABARD


Project Director, OCTDMS
OCTDMS

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Deptt. of Water Resources


FA-cum-Special Secretary, DoWR

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

[Executing Entity]

Odisha Community Tank Development and Management Society (OCTDMS), a **SPV under Department of Water Resources (DoWR)**

By 

Date 17 November 2020

Name Mrs. Madhusmita Sahoo, IAS
Designation Project Director, OCTDMS

**Project Director
OCTDMS**

[Accredited Entity]

NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT

By 

Date 17 November 2020

Name: Shri C. Udayabhaskar
Chief General Manager
NABARD, Odisha Regional Office

**Chief General Manager
NABARD, Odisha RO
Bhubaneswar**

[Confirming Authority]

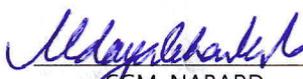
The Governor of Odisha, acting through the Financial Adviser-cum-Special Secretary, Department of Water Resources (DoWR), Government of Odisha, Confirming Authority

By 

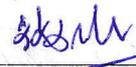
Date 17 November 2020

Name Sri. Bijay Kumar Behera
Designation Financial Adviser-cum-Special Secretary to Govt.,
Department of Water Resources, Odisha.

**Chief General Manager
NABARD, Odisha RO
Bhubaneswar**


CGM, NABARD


Project Director, OCTDMS
**Project Director
OCTDMS**


FA-cum-Special Secretary, DoWR
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Schedule 1. Description of the SUBSIDIARY

The description of the Funded Activity is included in the Funding Proposal attached herein as Annex 1.

**Chief General Manager
NABARD, Odisha RO
Bhubaneswar**


GM, NABARD

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Deptt. of Water Resources**


Project Director, OCTDMS
**Project Director
OCTDMS**


FA-cum-Special Secretary, DWR

Schedule 2. Budget and Disbursement Plan

A. Budget: Costs per Component/Breakdown

Component	Output	Activity	Financing Source	Budget Account Description	Assumptions*	Amount Year 1 (INR)	Amount Year 2 (INR)	Amount Year 3 (INR)	Amount Year 4 (INR)	Amount Year 5 (INR)	Total (INR)
Component 1 :Ground water recharge system for concrete Adaptation	Output 1.1 : Baseline study for 10,000 tanks are conducted and database developed	Activity 1.1.1: Baseline study of 10000 tanks	GCF	Construction cost	USD 378.788 for each tank. Study would be done for total 10000 Tanks. It will include the status of various tanks, mapping of area, sensitivity and adaptive capacity related indicators, the preparedness of the local communities, nature of the cropping pattern current patterns of water use and energy use will also be covered in baseline	75000000	87500000	87500000	0	0	250000000

**Chief General Manager
NABARD, Odisha RO
Bhubaneswar**

(Signature)
GM, NABARD

**FA-cum-Special Secy. to Govt.
Deptt. of Water Resources**

(Signature)
FA-cum-Special Secretary, DoWR

Project Director, OCTDMS
Project Director

	Output 1.1: Tank improvement plan and estimate for the recharge shaft installation developed	Activity 1.2.1: Consultation cost for Development of implementable SOP (Through Workshop)	Professional / Contractual Services USD 757.58 for Development of implementable SOP	15000	17500	17500	0	0	50000
	Output 1.3: Standard Operating procedure for installation and maintenance developed	Activity 1.2.2: SOP distribution in tank area to Jalsathis (21000 Copies @ 25 each approximately)	Professional / Contractual Services USD 0.379 for each copy. Total 21000 copies	157500	183750	183750	0	0	525000
	Output 1.3: Standard Operating procedure for installation and maintenance developed	Activity 1.3.1: Development of Standard Operating procedure for installation and maintenance	Professional / Contractual Services USD 1515.15 for preparation of SOP for installation and maintenance	100000	0	0	0	0	100000

Chief General Manager
NABARD, Odisha RO
Bhubaneswar

M. Nayak
 GM, NABARD

M. Nayak
 Project Director, OCTDMS
OCTDMS

M. Nayak
 FA-cum-Special Secretary, DOWR
FA-cum-Special Secy. to Govt.
Deptt. of Water Resources

	Output 1.4: Ground water recharge system installed in 10000 tanks	Activity 1.4.1: Ground water recharge system installation in 10000 tanks	GCF	Construction cost	USD 2121.21 for construction of ground water recharge. Total 10,000 ground water recharge structures to be constructed assuming Each would be 5 recharge wells.	0	420000000	490000000	490000000	0	1400000000
Total Component 1						75272500	507701250	577701250	490000000	0	1650675000
Component 2: Renovation of Community Tank	Output 2.1: Tank water level and other assessments and renovation completed for all 10000 with necessary Dug well creation for irrigation	Activity 2.1.1 (a): Tank renovation	Country (Government Convergence)	Professional / Contractual Services	USD 11773.48 for renovation of each tank. Total 10000 tanks	155410000	155410000	0	155410000	0	466230000
	Activity 2.1.1 (b): Tank renovation	Country (Government Convergence)	Professional / Contractual Services			2175740000	2564265000	0	2564265000	0	7304270000

Chief General Manager
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Bhubaneswar

[Signature]
 CGM NABARD

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 Project Director, OCTDMS

OCTDMS

[Signature]
 FA-cum-Special Secretary, DOWR

		Activity 2.1.2: Creation of Dug well in the impact area for irrigation	Country	Construction cost	USD 94.70 for creation of dug well. Total 1,50,000 dug wells.	28125000 0	328125000	0	328125000	0	328125000	0	937500000
	Output 2.2: Crop water budgeting based on agro-climatic zone prepared	Activity 2.2.1: Crop water budgeting based on agro-climatic zone	GCF	Professional / Contractual Services	USD 7575.75 for crop water budgeting per agro-climatic zone. Total 9 climatic zones prepared	0	1500000	1500000	1500000	0	1500000	0	4500000
	Output 2.3: Water sharing master plan developed	Activity 2.3.1: Water sharing master plan development	GCF	Professional / Contractual Services	USD 15151.51 for water sharing plan developed	1000000	0	0	0	0	0	0	1000000
	Output 2.4: Livelihood improvement plan prepared	Activity 2.4.1: Livelihood improvement plan preparation	GCF	Professional / Contractual Services	USD 15151.51 for livelihood plan developed	1000000	0	0	0	0	0	0	1000000
	Output 2.5: Water quality sample drawn from random wells	Activity 2.5.1: Cost of Baseline water quality assessment in 10000 tank area	GCF	Professional / Contractual Services	USD 3.03 for Baseline water quality assessment in each tank. Total 10,000 tanks	0	666667	666667	666667	0	666667	0	2000000

Chief General Manager
NABARD, Odisha RO
Bhubaneswar

M. Sankar
 GM, NABARD

Project Director, OCTDMS
OCTDMS

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FA-cum-Special Secretary, DWR
 Deptt. of Water Resources

A. K. Sahu

		Activity 2.5.2: Cost of Post Intervention water quality assessment in 10000 tank area	GCF	Professional / Contractual Services	USD 3.48 for post Intervention water quality assessment in each tank. Total 10,000 tanks	0	766667	766667	0	766667	2300000
Total Component 2						2614400	30507333	29333333	30493000	14333333	87188000
Component 3: Integration of Solar Pumps for Irrigation	Output 3.1: Identification criteria for 1000 solar pump installation developed	Activity 3.1.1: Criteria Development through consultation	GCF	Professional / Contractual Services	USD 303.03 for Criteria Development of 1000 pumps through consultation	6000	7000	0	7000	0	20000
		Activity 3.1.2: Identification of tank based on criteria & Sample Site visit for verification	GCF	Professional / Contractual Services	USD 757.57 for Identification of tank based on criteria & Sample Site visit for verification of 1000 pumps	15000	17500	0	17500	0	50000
	Output 3.2: Procurement plan and standard supplier contract for 1000 solar pumps developed	Activity 3.2.1: Cost of Identification of Supplier	GCF	Professional / Contractual Services	USD 151.51 for Identification of Supplier for 1000 pumps	3000	0	3500	3500	0	10000

Chief General Manager
NABARD, Odisha
Bhubaneswar

[Signature]
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[Signature]
FA-cum-Special Secretary, DOWR

	Activity 3.2.2: Design of Contract	GCF	Professional / Contractual Services	USD 757.57 for design of contract for procurement of solar pumpsets	15000	0	17500	17500	0	50000
	Activity 3.2.3: Creation of procurement plan	GCF	Professional / Contractual Services	USD 75.757 for Creation of procurement plan for 1000 pumps	1500	0	1750	1750	0	5000
	Output 3.3: 1000 solar pump installed and baseline audit completed	GCF	Professional / Contractual Services	USD 5076.36 for each solar pump and USD 75.75 For baseline audit of each tank.	0	102012000	119014000	119014000	0	340040000
	Output 3.4: 2000 village level para-professionals are certified in operation and maintenance of pumps	GCF	Training, workshops, and conference	USD 12.12 for training of each village level para-professional. Total 2000 trained	0	480000	560000	560000	0	1600000
	Output 3.5: Energy saving report generated	GCF	Professional / Contractual Services	USD 75.75 for each audit. Total 1950 audits.	0	0	2925000	3412500	3412500	9750000
Total Component 3					40500	10251650	12252175	12303375	3412500	35152500

NABARD, Odisha RO
Bhubaneswar

[Signature]
 CCM, NABARD

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Project Director, OCTDMS

Project Director
OCTDMS

[Signature]

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Deptt. of Water Resources

Component 4: Capacity Building of stakeholders	Output 4.1: Training need assessment for sample households in tank command and PPs completed	Activity 4.1.1: Training need assessment for sample households in tank command and PPs	GCF	Professional / Contractual Services	USD 757.57 for Survey for TNA per tank (Total 15 surveys (5 in each phase) in each district. Total 15 districts covered.	3375000	3937500	3937500	0	0	11250000
	Output 4.2: Training modules prepared and partners identified for both training and demonstration	Activity 4.2.1: Training modules preparation and partners identified for both training and demonstration	GCF	Professional / Contractual Services	USD 22727.272 for Creation of training modules on Climate resilient practices, water sharing, PP strengthening and USD 454.545 for Identification of partners for training & Demonstration	459000	0	535500	535500	0	1530000
Chief General Manager NABARD, Odisha RO Bhubaneswar	Output 4.3: Training of 500 engineer 20,000 Jal satish completed and certified	Activity 4.3.1: Training of 500 engineers Implementing Department (State Level)	GCF	Training, workshops, and conference	USD 151.51 per engineer training per day. Total 500 engineers to be trained, 10 training workshop each of 3 days comprising of 10 engineers each training	0	900000	1050000	1050000	0	3000000

Acting Special Secy. to Govt.
Deptt. of Water Resources

[Signature]
CGM, NABARD

[Signature]
Project Director, OCTDMS
Project Director
CCTDMS

[Signature]
FA-cum-Special Secretary, DoWR

		Activity 4.3.2: Training of Jal sathis	GCF	Training, workshops, and conference	workshop.	0	2280000	2660000	2660000	0	7600000
	Output 4.4: No of training and demonstration organized in convergence with relevant departmental programmes of the government	Activity 4.4.1: Training and demonstration in convergence with relevant departmental programmes of the government	GCF	Training, workshops, and conference	USD 5.05 for cost of training of per member of community on water use for agricultural activity. Total 300000 community members to be trained.	0	30000000	35000000	35000000	0	100000000
	Output 4.5: No of landless and women members covered under capacity building for off-farm initiatives	Activity 4.5.1: Landless and women members capacity building for off-farm initiatives	GCF	Training, workshops, and conference	USD 5.05 for cost of Training of Land less Population on Fishery and Poultry. Total 150000 Land less Population to be trained.	0	15000000	17500000	17500000	0	50000000
	Output 4.6: FPOs are linked	Activity 4.6.1: Linking of FPOs	GCF	Training, workshops, and conference	USD 15151.51 for linking of FPO's in the area to the scheme.	0	0	350000	350000	0	1000000

Chief General Manager
NABARD, Odisha RO

Bhubaneswar
[Signature]

CGM, NABARD

Project Director, OCTDMS
Project Director
OCTDMS

[Signature]

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[Signature]

Total Component 4		3834000	52117500	8483000	57095500	52850000	17438000			
Component 5: Quality Management & Monitoring	Output 5.1: A geospatial tank quality management database and MIS prepared	Activity 5.1.1: Satellite Data Cost (Carto sat and resource sat-LISS-IV Merged Product)	GCF	Professional / Contractual Services	USD 38575.75 for Satellite Data Cost (Carto sat and resource sat-LISS-IV Merged Product)	0	763800	891100	891100	17438000
		Activity 5.1.2: Data Processing and referencing	GCF	Professional / Contractual Services	USD 14287.87 for Data Processing and referencing	0	282900	330050	330050	943000
		Activity 5.1.3: Data interpretation and Image Processing / Thematic assessment	GCF	Professional / Contractual Services	USD 71454.54 for Data interpretation and Image Processing / Thematic assessment	0	1414800	1650600	1650600	4716000
		Activity 5.1.4: Deliverables	GCF	Professional / Contractual Services	USD 7121.212 for deliverables.	0	141000	164500	164500	470000
	Output 5.2: Water Quality and dynamic ground water modelling tool	Activity 5.2.1: Water Quality and dynamic ground water modelling tool	GCF	Professional / Contractual Services	USD 15151.51 for water quality and ground water modelling	0	300000	350000	350000	1000000
	Chief Geomodelling tool developed in Odisha NABARD Bhubaneswar				FA-cum-Special Secy. to Govt. Deptt. of Water Resources					

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CGO, NABARD

W.R.
Project Director, OCTDMS
Project Director

Shank
FA-cum-Special Secretary, DOWR

Activity	Professional / Contractual Services	USD 7.57 for Cost of Quality Monitoring per Tank Per Checks. 2 number of checks for each tank. Total 10000 number of tanks to be covered.	2000000	2000000	2000000	2000000	2000000	10000000
Activity 5.4.2: In Process Quality Monitoring by trained Community Member / Authorized Department QA	Professional / Contractual Services	USD 7.57 for Cost of Quality Monitoring per Tank Per Checks. 2 number of checks for each tank. Total 10000 number of tanks to be covered.	2000000	2000000	2000000	2000000	2000000	10000000
Total Component 5			2022500	2022500	10925000	12408750	12408750	39787500
Component 6: Knowledge Management	Professional / Contractual Services	USD 22727.27 for Preparation of policy briefs for Odisha ground water management and development regulation, state water policy and relevant facilitation	750000	0	0	0	750000	1500000
Output 6.1: Preparation of policy briefs for Odisha ground water management and development regulation, state water policy and relevant facilitation	GCF	6.1.1: Preparation of policy briefs for Odisha ground water management and development regulation, state water policy and relevant facilitation	750000	0	0	0	750000	1500000

Chief General Manager
NABARD, Odisha RO
Bhubaneswar

(Signature)
 CGM, NABARD

(Signature)
 Project Director, OCTDMS
OCTDMS

FA-cum-Special Secy. to Govt.
 Deptt. of Water Resources

(Signature)
 FA-cum-Special Secretary, DoWR

Output 6.2: Process documentation and preparation standard operating procedure for development of solar pumping value chain	Activity 6.2.1: Process documentation and preparation standard operating procedure for development of solar pumping value chain	GCF	Professional / Contractual Services	USD 22727.27 for Process documentation and preparation standard operating procedure for development of solar pumping value chain	500000	0	500000	0	500000	1500000
Output 6.3: Science to policy knowledge product framework developed	Activity 6.3.1: Science to policy knowledge product framework developed	GCF	Professional / Contractual Services	USD 15151.51 for Science to policy knowledge product framework developed	333333	0	333333	0	333333	1000000
Output 6.4: Process document for convergence with other departments are developed	Activity 6.4.1: Process document for convergence with other departments are developed	GCF	Professional / Contractual Services	USD 15151.51 for process document for convergence with other departments are developed	1000000	0	0	0	0	1000000

Chief General Manager
NABARD, Odisha RO
Bhubaneswar

M. Jayachandran
CM, NABARD

U. C.

Project Director, OCTDMS

Project Director
OCTDMS

S. K. S. N.

FA-cum-Special Secretary, DoWR

FA-cum-Special Secy. to Govt.
Deptt. of Water Resources

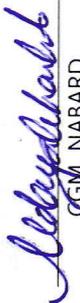
Output 6.5: Quarterly project newsletter published	Activity 6.5.1: Quarterly project newsletter published	GCF	Professional / Contractual Services	USD 762 for preparation and printing of newsletter per quarter. Total 20 quarters of project and 200 stakeholders per quarter to be covered.	440000	440000	440000	440000	440000	2200000
Output 6.6: Ten peer learning workshops are conducted during the lifecycle of the project	Activity 6.6.1: Ten peer learning workshops are conducted during the lifecycle of the project	GCF	Training, workshops, and conference	USD 21.36 cost of workshop per person. Total 10 workshops to be conducted including 50 persons each.	141000	141000	141000	141000	141000	705000
Total Component 6					3164333	581000	1414333	581000	2164333	7905000
Component 7: Project Management	Output 7.1: Inter departmental steering committee for the project notified	GCF	Training, workshops, and conference	USD 37878.78 for Inter departmental steering committee for the project notified	833333	833333	833333	0	0	2500000
Output 7.2: Project Management on plan developed and approved	Activity 7.2.1: Project Implementation plan developed	GCF	Professional / Contractual Services	USD 45454.54 for project Implementation plan developed and approved	1000000	1000000	1000000	0	0	3000000

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Project Director, OCTDMS



Chief Project Manager
NABARD
Bhujeswar

FA-cum-Special Secretary, DoWR

B. Disbursement Plan

Disbursements	Amount (in INR)
Disbursement 1	93,567,167
Disbursement 2	675,105,417
Disbursement 3	731,212,000
Disbursement 4	690,019,000
Disbursement 5	77,668,916
TOTAL (disbursement 1 to 5)	2,267,572,500

**Chief General Manager,
NABARD, Odisha RO
Bhubaneswar**

M. Jayashankar
CGM, NABARD

W.S.
Project Director, OCTPMS
Project Director, OCTPMS

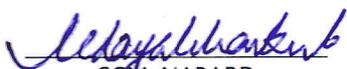
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Deptt. of Water Resources

B.K. Meher
FA-cum-Special Secretary, DoWR

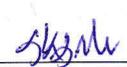
Schedule 3. Implementation Arrangements

The Implementation Arrangements are included in the Funding Proposal attached herein as Annex 1.]

Chief General Manager
NABARD, Odisha RO
Bhubaneswar


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OCTDMS


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Deptt. of Water Resources

Schedule 4. Reporting

A. Reporting Period

The Reporting Period shall be from FAA Effective Date to the Completion Date, which covers the duration of project implementation of 5 years as specified in the Funding Proposal. The reports indicated in the project calendar are due to be submitted as per indicated timing.

B. Project calendar milestones

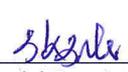
The Annual Performance Reports (APRs), Financial Information, audited and unaudited financial statement shall be submitted as set out in the AMA.

Milestones	Timing
Start of Project Implementation	FAA Effective Date
Inception report	Within 4 months after Effective Date
Interim Independent Evaluation Report	Within 6 months after the end of Year 2 of project implementation
End of Project Implementation	Five (5) years after FAA Effective Date (the "Completion Date")
Project Completion Report (last APR)	Within 2 months after the Completion Date
Final Independent Evaluation Report	Within 4 months after the Completion Date

Chief General Manager
NABARD, Odisha RO
Bhubaneswar


GM, NABARD


Project Director, OCTDMS
Project Director
OCTDMS


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Deptt. of Water Resources

Schedule 5. Implementation Plan

Components	2020-21				2021-22				2022-23				2023-24				2024-25				2025-26				
	Q1	Q2	Q3	Q4																					
Component 1																									
Output 1.1 Baseline study for 10,000 tanks are conducted and database developed																									
Output 1.2 Tank improvement plan and estimate for the recharge shaft installation developed																									
Output 1.3 Standard Operating procedure for installation and maintenance developed																									
Output 1.4 Ground water recharge system installed in 10000 tanks																									
Component 2																									
Output 2.1 Tank water level and other assessments and renovation completed for all 10000 with necessary Dug well creation for irrigation																									
Output 2.2 Crop water budgeting based on agro-climatic zone prepared																									
Output 2.3 Water sharing master plan developed																									
Output 2.4 Livelihood improvement plan prepared																									
Output 2.5 Water quality sample drawn from random wells																									
Component 3																									
Output 3.1 Identification criteria for 1000 solar pump installation																									

[Signature]
 GM, NABARD

Chief General Manager
 NABARD, Odisha RO
 Bhubaneswar

[Signature]
 Project Director, OCTDMS

Project Director
 OCTDMS

[Signature]
 FA-cum-Special Secretary, DoWR

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 Deptt. of Water Resources

Components	2020-21				2021-22				2022-23				2023-24				2024-25				2025-26				
	Q1	Q2	Q3	Q4																					
developed																									
Output 3.2 Procurement plan and standard supplier contract for 1000 solar pumps developed																									
Output 3.3 1000 solar pump installed and baseline audit completed																									
Output 3.4 2000 village level para-professionals are certified in operation and maintenance of pumps																									
Output 3.5 Energy saving report generated																									
Component 4																									
Output 4.1 Training need assessment for sample households in tank command and PPs completed																									
Output 4.2 Training modules prepared and partners identified for both training and demonstration																									
Output 4.3 Training of 500 engineer 20,000 jal sathis completed and certified																									
Output 4.4 No of training and demonstration organized in convergence with relevant departmental programmes of the government																									
Output 4.5 of General Manager. No of landless and women's RO members covered under.																									

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CGM, NABARD

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Project Director, OCTDMS

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FA-cum-Special Secretary-DoWR
FA-cum-Special Secy. to Govt.
Deptt. of Water Resources

**Project Director
OCTDMS**

**FA-cum-Special Secy. to Govt.
Deptt. of Water Resources**

Components	2020-21				2021-22				2022-23				2023-24				2024-25				2025-26							
	Q1	Q2	Q3	Q4																								
capacity building for off-farm initiatives																												
Output 4.6 FPOs are linked																												
Component 5																												
Output 5.1 A geospatial tank quality management database and MIS prepared																												
Output 5.2 Water Quality and dynamic ground water modelling tool developed																												
Output 5.3 Baseline and independent assessment report based on project objective and indicators prepared																												
Output 5.4 Process monitoring report that estimates adaptation and mitigation benefit prepared																												
Component 6																												
Preparation Output 6.1 of policy briefs for Odisha ground water management and development regulation, state water policy and relevant facilitation																												
Output 6.2 Process documentation and preparation standard operating procedure for development of solar pumping value chain																												
Output 6.3 Science to policy knowledge product framework developed																												

Signature
CGM, NABARD

Project Director, OCTDMS

**Project Director
OCTDMS**

Signature
FA-cum-Special Secretary, DoWR

**FA-cum-Special Secy. to Govt.
Deptt. of Water Resources**



**GREEN
CLIMATE
FUND**

Schedule 6. Request for Disbursement

[EXECUTING ENTITY'S LETTERHEAD]

NABARD
Head Office Mumbai

[DATE]

Attn: [CFO]

Ref: Request for Disbursement – Subsidiary Agreement – Funded Activity: NB_GCF_FP[01] – Request for Disbursement [No. [_____]]

Dear Sir / Madam:

1. Reference is made to the Subsidiary Agreement dated as of [DATE] (the "Agreement") between the National Bank for Agriculture and Rural Development (the "Recipient") and the Odisha Community Tank Development and Management Society (the EE). Capitalized terms used but not defined in this request have the meanings assigned to them in the Agreement. The rules of interpretation set forth in Clause 1 of the Agreement shall apply to this request.
2. The Recipient irrevocably requests disbursement on [DATE] (or as soon as practicable thereafter) of the [_____] INR under the Agreement (the "Disbursement"), in accordance with Clause 3 of the Agreement, to be transferred to the GCF Account – Account No. _____, [SWIFT/ABA] at [name and address of bank] in [city/country]; and The Recipient certifies that all the conditions precedent set forth in Clause 8 of the Agreement have been satisfied.
3. The Recipient further certifies that the proceeds of all Disbursements shall be applied only for the purpose described in Clause 3 of the Agreement.
4. The above certifications are effective as of the date hereof and shall continue to be effective as of the date of disbursement for this Disbursement. If any certification is no longer valid as of or prior to such Disbursement, the Recipient will notify NABARD immediately and, on demand, repay the Disbursement (or any portion thereof) if the Disbursement is made prior to NABARD's receipt of such notice. The Recipient acknowledges hereby that the total amount of funds disbursed by the GCF under the Agreement prior to the date of this Request for Disbursement is [_____] INR as Grant; and

Yours truly,
[■]

By: _____
Authorized Representative

By: _____
Authorized Representative

**Chief General Manager
NABARD, Odisha RO
Bhubaneswar**

CGM, NABARD

Project Director, OCTDMS
**Project Director
OCTDMS**

FA-cum-Special Secretary, DWR
Deptt. of Water Resources



Annex 1. Funding Proposal

Revised version received by NABARD on 5 February 2018, which reflects the Funding Proposal approved in the Approval Decision except for the inclusion of the relevant changes by NABARD for the fulfillment of the condition (below) included in the Approval Decision to be met prior to the execution of the FAA:

“The inclusion under component 4 of the Funding Proposal, of the specific training to be provided by NABARD for local farmers on organic farming, integrated pest management, agroforestry systems and small-scale wastewater treatment.

Chief General Manager
NABARD, Cuttack
Bhubaneswar


Chief General Manager
NABARD


Project Director, OCTDMS
Project Director
OCTDMS


FA-cum-Special Secretary, DoWR
FA-cum-Special Secy. to Govt.
Deptt. of Water Resources