



**Food and Agriculture Organization  
of the United Nations**

**GOVERNMENT COOPERATIVE PROGRAMME  
RESULTS BASED PAYMENT TRANSFER AGREEMENT**

**Between**

**The Food and Agriculture Organization of the United Nations (FAO), in its capacity of  
Accredited Entity of the Green Climate Fund**

**and the**

**Government of Papua New Guinea, acting through the Climate Change and Development  
Authority (CCDA)**

**for the**

**Implementation of the Country's National REDD+ Action Plan**

**GENERAL TERMS**

1. (a) Upon request from the Government of Papua New Guinea (hereinafter referred to as "the Government"), and within the framework of its existing agreements with the Green Climate Fund (hereinafter referred to as "GCF" or "the Fund"), the Food and Agriculture Organization of the United Nations (hereinafter referred to as "FAO") will provide assistance for the implementation of the following Project (hereinafter referred to as "the Project"). This implementation will be done in full coordination with the Government through the **Climate Change and Development Authority** (hereinafter referred to as "CCDA"), who has the responsibility for this Project as the entity designated within the Government to lead implementation of the National REDD+ Action Plan.

**Project Title: Papua New Guinea REDD+ RBP for results period 2014-2016**

**Project Symbol: GCP /PNG/012/GCF**

*kw*

(b) This Results Based Payment Transfer Agreement (“RBP Transfer Agreement” or the “Agreement”) sets out the basic conditions under which FAO will act both as the Accredited Entity for the implementation of the Project, and as Executing Entity for the execution of the Project, and will assist the Government, through CCDA, in the implementation of activities under the Project, taking into consideration the following:

(c) FAO and the GCF entered into an Accreditation Master Agreement (“AMA”) on 8 June 2018, which became effective on 4 October 2018, which sets forth, amongst other things, the general terms and conditions applicable between FAO and the Fund in connection with the activities of FAO financed by the Fund.

(d) In accordance with clause 4.11 of the AMA and the Terms of Reference for the pilot programme for REDD+ results-based payments adopted by the GCF Board in Decision B.18/07 (hereinafter referred to as the “RfP”) (Annex 14), FAO has submitted to the Fund, on behalf and for the benefit of the Government, a funding proposal which is attached to this Agreement as Annex 1 (the “Funding Proposal”), requesting REDD+ Results-based payments (“REDD+ RBPs”) for emission reduction results achieved in Papua New Guinea from 1 January 2014 to 31 December 2016 and proposing to use the REDD+ RBP proceeds for the financing of the Project pursuant to paragraph 14 of the RfP. The Funding Proposal was approved by the GCF Board on 1 July 2025.

(e) The Funding Proposal, formulated in consultation with the Government, provided a detailed description of the Project, including background, rationale, Project framework, budget, and implementation and management arrangements, as well as oversight, monitoring, management information and reporting.

(f) The Project will be executed by FAO acting as an Executing Entity of the Project, in coordination with the Government, through CCDA, who is responsible for the Project.

(g) The Fund and FAO entered into a Funded Activity Agreement (“FAA”) on 3 July 2025 with respect to the Project setting out the terms and conditions upon which disbursements shall be made by the Fund to FAO, in a total amount equal to USD 63 413 756 (sixty-three million, four hundred and thirteen thousand, seven hundred and fifty-six United States Dollars) (the “GCF Proceeds”), to finance the implementation of the Project activities in the framework of the Papua New Guinea National REDD+ Strategy.

(h) FAO, in its capacity as Accredited Entity, shall receive an amount equal to 3.5 per cent of the total GCF Proceeds used to finance the Project (project symbol GCFF/PNG/012/GCF).



(i) The Government acknowledges that, pursuant to the FAA, the AMA and the RfP, FAO, as the Accredited Entity, is responsible to the Fund for monitoring and supervising the implementation of the entire Project.

(j) At the same time, the Government acknowledges that, pursuant to the RfP, FAO was expected by the Fund to make specific representations in the FAA in relation to activities undertaken exclusively by the Government in the years 2014-2016 and which led to the results for which the REDD+ RBPs have been made by the Fund, particularly regarding their accuracy and compliance with GCF policies and procedures.

(k) Without prejudice to paragraph 40, it is noted that any non-compliance by the Government with its obligations under this Agreement and the RfP shall give the Fund the right to terminate the AMA and the FAA, suspend the disbursement of the GCF Proceeds, request FAO to refund all or part of the GCF Proceeds, or assume the contractual position of FAO under this Agreement. It is furthermore noted that, irrespective of any non-compliance by the Government, the Fund may perform ad hoc checks, evaluations, and/or investigations in respect of the past activities that led to the REDD+ results for which the REDD+ RBPs have been made.

(l) The Government recognizes that the AMA, the FAA, and the RfP establish terms and conditions which FAO is required to contractually apply to the Government, as well as terms and conditions with which FAO can only comply with the active support and cooperation of the Government, including, but not restricted to, with regards to factual information provided by the Government to FAO with regards to activities undertaken exclusively by the Government.

(m) This Agreement recognizes the legal obligations of the Government to FAO in respect of the applicability of the provisions of the Convention on the Privileges and Immunities of the Specialized Agencies for the purpose of the Project, including, without limitation, to the GCF Proceeds held by the Accredited Entity, in accordance with international law.

2. The achievement of the objectives of the Project shall be the joint responsibility of the Government through CCDA and FAO, without prejudice to paragraph 1 (f) and (i) above.

### **FAO OBLIGATIONS**

3. FAO will be responsible for the provision, with due diligence and efficiency, of assistance as provided in the Funding Proposal. The Government, through CCDA, and FAO shall consult closely with respect to all aspects of the Project.



4. Assistance under the Project shall be made available to the Government through CCDA as identified in the Funding Proposal, and will be furnished and received:
  - (i) in accordance with relevant decisions of the Governing Bodies of FAO, and with its constitutional and budgetary provisions;
  - (ii) subject to the receipt by FAO of the GCF Proceeds; and
  - (iii) in accordance with the AMA and FAA entered into between FAO and the Fund.
5. FAO will administer and apply the GCF Proceeds in accordance with its regulations, rules and policies and conditions established in the AMA and FAA. All financial accounts and statements will be expressed in United States Dollars and will be subject exclusively to the internal and external auditing procedures laid down in the financial regulations, rules and directives of FAO.
6. FAO's responsibilities regarding financial management and execution of the Project will be as stipulated in the AMA, FAA, and in the Funding Proposal. FAO may, in consultation with the Government, through CCDA, and without prejudice to paragraphs 1(f) and (i) above, implement Project components through partners identified in accordance with FAO procedures. Such partners will have primary responsibility for delivering specific Project outputs and activities in accordance with the partner's rules and regulations, and subject to monitoring and oversight, including audit, by FAO.
7. Assistance under the Project provided directly by FAO, such as technical assistance services and/or oversight and monitoring services, will be carried out in accordance with FAO regulations, rules and policies, including without limitation on recruitment, travel, salaries, and emoluments of national and international personnel recruited by FAO, procurement of services, supplies and equipment, and subcontracting.
8. Equipment procured by FAO will remain the property of FAO for the duration of the Project. In accordance with clause 4.09 of the FAA, any equipment procured by FAO for the Funded Activities shall become the property of the Government upon completion of the Project. For the duration of the Project, such equipment will remain under FAO's custody unless otherwise agreed in the Funding Proposal.
9. FAO undertakes to transfer any investment income, as well as any other income, interest or gains earned or losses incurred together with unused funds on other Project-related balances, to the Government in two disbursements: A first disbursement of investment income upon delivery of the results of the Mid-Term Evaluation, and a final disbursement



of investment income and any unused funds, no later than 12 months after financial closure of the Project on FAO's books. The disbursements will be credited to the account provided by the Government in the official requests for disbursements sent to FAO.

**GENERAL OBLIGATIONS OF THE GOVERNMENT**

10. The Government acting through CCDA, shall execute the activities reflected in the Funding Proposal approved by the GCF Board as further described in Annex 1. The Government will implement the Funded Activities in accordance with the FAA, this Agreement and the relevant laws of the Independent State of Papua New Guinea insofar as such laws apply only to the Government and have no effect on its relationship with FAO under this Agreement.
11. With a view to the rapid and efficient execution of the Project, the Government shall, subject to paragraph 12 and without prejudice to the applicable processes and procedures, use its best endeavours to ensure that FAO, its officials, and other persons performing services on behalf of FAO, in connection with the Project, are provided the necessary facilities in a timely manner, and in accordance with international law, including:
- i) the prompt issuance, free of charge, of any visas or permits required;
  - ii) any permits necessary for the importation and, where appropriate, the subsequent exportation, of equipment, materials and supplies required for use in connection with the Project, and exemption from the payment of all customs duties or other levies or charges relating to such importation or exportation;
  - iii) exemption from the payment of any sales or other tax on local purchases of equipment, materials and supplies for use in connection with the Project;
  - iv) any permits necessary for the importation of property belonging to and intended for the personal use of FAO staff or of other persons performing services on behalf of FAO, and for the subsequent exportation of such property; and
  - v) prompt customs clearance of the equipment, materials, supplies and property referred to in subparagraphs (ii) and (iv).
12. The Government will apply to FAO, its property, funds, assets, to its officials and other persons performing services on its behalf in connection with the execution of the Project: (i) the provisions of the Convention on Privileges and Immunities of the Specialized Agencies; (ii) the provisions of the United Nations Sustainable Development Cooperation Framework (UNSDCF) 2024-2028 for Papua New Guinea; and (iii) the United Nations currency exchange rate. The persons performing services on behalf of FAO will also include



any organization, firm or other entity, which FAO may designate to take part to the execution of the Project.

13. The Government will be responsible for the recruitment, salaries, emoluments and social security measures of its own staff assigned to the Project. The Government will also provide, as and when required for the Project, the facilities and supplies indicated in the Project Document in Annex 1. The Government will grant FAO staff, the Fund and persons acting on their behalf, access to the Project offices and sites and to any material or documentation relating to the Project and will provide any relevant information to such staff or persons.
14. Taking into consideration the FAA and the RfP, the Government undertakes and confirms, and shall undertake and confirm throughout the duration of this Agreement, that:
  - (i) (i) it is duly authorized and has the capacity to enter into this Agreement, and (ii) this Agreement is legally binding and enforceable against the Government in accordance with its governing law;
  - (ii) There are no events or circumstances of which the Government is or should reasonably have been aware that may substantially interfere with the performance of its obligations under this Agreement, or with the implementation of the Project, or otherwise jeopardize the achievements of any objectives, outcomes or outputs of the Project and the objectives of the RfP.
  - (iii) The GCF Proceeds shall be used, and the Project shall be implemented, in a manner consistent with the AMA, the RfP, the Funding Proposal, the FAA and this Agreement.
  - (iv) It shall not encumber, sell, transfer, or purports to sell or transfer the GCF Volume of ERs to, or in favour of, a third party.
  - (v) The only person with legal title to the GCF Volume of ERs is the Government, and no other party has a competing claim to the GCF Volume of ERs for which the REDD+ RBP are or were made.
  - (vi) The GCF Volume of ERs and the REDD+ RBP paid by the Fund for such GCF Volume of ERs has been recorded in the Info Hub as well as in the Host Country's interim national tracking system of ERs accounting for REDD+ (and the successor national registry system).
  - (vii) The GCF Volume of ERs referred to in subparagraph (vi) above, shall no longer be eligible for REDD+ RBP under the GCF RfP or in any other REDD+ arrangements or programmes.
  - (viii) The GCF Volume of ERs are retired and are not sold, transferred, purported to be sold or transferred or otherwise used (e.g. by way of offsetting or otherwise), without prejudice to clause 40 below.



- (ix) No GCF Proceeds are used for the Project until the steps set out under subparagraphs vi, vii, and viii above have been taken.
- (x) the Government has full power and authority to take the steps required under subparagraphs vi, vii, and viii above.
- (xi) FAO and the Fund are authorized to monitor the use of GCF Proceeds in accordance with the FAA, including without limitation its Schedule 3 (Annex 4), and the Government will provide all the support required by FAO and GCF in this regard.
- (xii) it shall comply with the substantive objectives of the GCF's Policy on Prohibited Practices, as described in Annex 5.
- (xiii) it has obtained sufficient undertakings from all persons and entities involved in its activities under the Project that they have not and shall not engage in any prohibited practices, as described in Annex 5.
- (xiv) it shall comply and shall require all persons and entities engaged in its activities under the Project to comply, with all internal anti-money laundering and counter-terrorism financing laws, rules, and regulations, which the Government confirms to correspond to the principles of the Fund's AML/CFT Policy as described in Annex 6.
- (xv) It shall ensure that activities under the Project are undertaken in compliance with the recommendations and requirements of the Gender Action Plan (GAP) described in Annex 7 which was provided by FAO to the Fund as part of the Funding Proposal.
- (xvi) it shall comply with FAO's Gender Policy (Annex 8), FAO Policy on Protection from Sexual Exploitation and Abuse (Annex 9); FAO Policy on the Prevention of Harassment, Sexual Harassment and Abuse of Authority (Annex 10), FAO Policy on Indigenous and Tribal Peoples (Annex 11), and FAO Framework for Environmental and Social Management -FESM (Annex 12).
- (xvii) it shall ensure compliance with the social assessment, Indigenous Peoples Plan (IPP), and any associated management plans required for any relevant activities that have potential risks and impacts to Indigenous Peoples, ethnic minorities and cultural heritage. If applicable, the Government shall furnish to FAO and the Fund evidence that free, prior and informed consent from Indigenous Peoples has been obtained for the purposes of the relevant activities.
- (xviii) it has acquired all land and rights in respect of land, environmental licenses, and clearances required under its domestic laws to carry out its activities under the Project, and shall, upon request by FAO, promptly furnish evidence that such land and rights in respect of land, licenses or clearances have been obtained.
- (xix) it has obtained, and shall maintain in force, all necessary and applicable licenses, approvals and consents to implement its activities under the Project.



KW

- (xx) its activities do not potentially or effectively constitute or cause any environmental and social risks that are equivalent to category A pursuant to the Environmental and Social Risks Categories of the GCF as described in Annex 12.
- (xxi) it shall put in place adequate measures in order to ensure that the management of the environmental and social risks and impacts arising from the Project, including the risks and impacts of Sexual Exploitation, Abuse and Harassment, complies at all times with the recommendations, requirements and procedures set forth in Environmental and Social Management Framework (ESMF) which was provided by FAO to the Fund before the approval of the Funding Proposal as described in Annex 13.
- (xxii) in the event the Project generates new ERs and non-carbon results, the title over such ERs shall be determined by the Government in accordance with its relevant laws.
- (xxiii) it shall not use or spend any GCF Proceeds if a default has occurred under this Agreement until such time as FAO informs that the default has been remedied to its satisfaction in accordance with this Agreement.
- (xxiv) it shall support and cooperate with FAO, including through the provision of timely and comprehensive reports and information, in order to enable FAO to comply with its obligations under the AMA and the FAA;
- (xxv) no GCF Proceeds shall support or finance, directly or indirectly, any civil, mechanical, electrical, or other engineering services (other than consulting services) as well as supply of construction materials and equipment.

15. Upon receipt of the investment income, unused funds, and any other income, interest or gain earned, or losses incurred on other Project related balances, transferred by FAO in accordance with paragraph 9 above, the Government agrees to use and invest such funds in line with the Funding Proposal (Annex I), paragraph 14 of the RfP, and with the provisions of this Agreement.

**ADDITIONAL REPRESENTATIONS AND WARRANTIES BY THE GOVERNMENT FOR ACTIVITIES UNDERTAKEN IN THE PAST (2014-2016)**

- 16. The Government acknowledges that the Fund awarded the REDD+ RBPs on the basis of reports, data, and other information made available by the Government to FAO, amongst others.
- 17. The Government further acknowledges that FAO did not contribute to in the development or implementation of the activities that led to the REDD+ results for which the REDD+ RBPs have been made. The Government shall, therefore, be fully responsible for the accuracy, reliability, completeness, and quality of the data and information in relation to the activities that led to the REDD+ results for which the REDD+ RBPs have been made.



18. In addition to paragraph 14 above, the Government represents and warrants, and shall represent and warrant throughout the duration of this Agreement, that:

- a) Any factual information, including all data and information provided to FAO in the framework of the present Project in relation to the GCF Volume of ERs and to the activities that led to the REDD+ results for which the REDD+ RBPs have been made, or otherwise pursuant to the RfP, is true, accurate, and complete, in all material respects.
- b) The activities that led to the GCF Volume of ERs and for which the REDD+ RBPs have been made have been implemented in a manner consistent with the Policy on Prohibited Practices and the AML/CFT Policy of the Fund, and no prohibited practices, as defined in the Policy on Prohibited Practices and the AML/CFT Policy of the Fund, occurred during the implementation of such activities, as required pursuant to paragraph 18 of the RfP.
- c) The activities that led to the GCF volume of ERs, and for which the REDD+ RBPs have been made have been implemented in a manner consistent with the GCF Environmental and Social Safeguards standards, the GCF Gender Policy, the GCF Indigenous Peoples Policy, the Cancun Safeguards, and the relevant safeguards for REDD+, as required pursuant to paragraph 18 of the RfP.
- d) It shall promptly inform FAO of any event of money laundering and/or financing of terrorism that is suspected to have occurred in relation to the past activities that led to the GCF Volume of ERs, and promptly take steps recommended by FAO. The Government acknowledges that, in those cases, the Fund may: i) suspend disbursements to FAO under the FAA until such risks have ceased or are reduced to the level satisfactory to the Fund; and ii) instruct FAO to suspend disbursements of GCF Proceeds to the Government or third parties until further instructions are given by the Fund to continue the disbursements.

#### **COORDINATION**

19. The disbursement of GCF Proceeds for the Funded Activities shall be in accordance with the FAA and be coordinated through CCDA on behalf of the Government. CCDA shall implement its activities in accordance with this Agreement and the relevant laws of the Independent State of Papua New Guinea as they apply to it alone and do not affect its relationship with FAO within this Agreement.

20. CCDA and FAO shall establish a Project Steering Committee that will be responsible for coordinating national implementation (including monitoring and evaluation) for the Funded Activities. The Project Steering Committee shall consist of CCDA, FAO, and the relevant beneficiaries (as defined in the RfP) for each project.



## **MAJOR CHANGE**

21. The Government shall inform FAO without delay of any event or situation which may substantially interfere with the performance of its obligations under this Agreement, or that may otherwise jeopardize achievement of the objective of the Project, including with regards to its climate and/or environmental impact, or in the event that any representation or warranty made under the RfP, Funding Proposal, and this Agreement by the Government proves to have been incorrect, inaccurate, incomplete or misleading in any material aspect (a “Major Change”).

## **PREVENTION OF SEXUAL EXPLOITATION AND ABUSE**

22. Both FAO and the Government commit to taking reasonable steps to prevent sexual exploitation, abuse and misconduct.

23. The Government shall take all appropriate measures to prevent sexual exploitation or abuse of any beneficiary of the activities provided under this Agreement, or to any persons related to such beneficiaries, by its employees or any other persons engaged and controlled by the Government to perform any activities under this Agreement. For these purposes, sexual activity with any person less than eighteen years of age shall constitute the sexual exploitation and abuse of such person. In addition, the Government shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favours or activities, or from engaging in any sexual activities that are exploitive or degrading to any beneficiary of the activities implemented under this Agreement or to any persons related to such beneficiaries. In the case of sexual exploitation, abuse and misconduct, the grievance redress mechanisms shall be accessible, inclusive, survivor-centered and gender-responsive.

## **ANTI-TERRORISM MEASURES**

24. Consistent with numerous United Nations Security Council resolutions adopted under Chapter VII of the UN Charter, the Government and FAO are firmly committed to the international fight against terrorism and, in particular, against the financing of terrorism. It is the policy of the Government and FAO to seek to ensure that none of their funds are used, directly or indirectly, to provide support to individuals or entities i) associated with terrorism, as included in the list maintained by the Security Council Committee established pursuant to its Resolutions 1267 (1999) and 1989 (2011) or ii) that are the subject of sanctions or other enforcement measures promulgated by the United Nations Security Council. This provision must be included in all agreements that may be concluded with third parties for the implementation of activities under the Project.



## **CONFIDENTIALITY**

25. Neither Party nor its personnel shall communicate to any other person or entity any confidential information made known to it by the other Party in the course of the implementation of activities under this Agreement, nor shall it use this information to private or company advantage, unless otherwise agreed in writing and with the exception that either Party may disclose such confidential information to its professional advisors or agents who need to receive and consider such confidential information for the purposes of this Agreement. For the avoidance of doubt, the same confidentiality obligations undertaken by the Parties under this clause apply to its professional advisors or agents to whom confidential information has been disclosed.

## **LOGO, ACKNOWLEDGEMENT AND PUBLICITY**

26. The Parties agree not to use in any press release, memo, report or other published disclosure related to this Agreement any of the other Parties' name and logo without the prior written consent of the Party concerned.

Neither Party will issue any press release or promotional material, hold any press conference or make any public announcement concerning this Agreement and/or the relationship of the Parties hereunder, without prior consultation with of the other Party.

27. In consultation with the Fund, FAO and the Government, through CCDA, will collaborate and agree on coordinated approaches aimed at acknowledging FAO's, the Government's, and the Fund's respective contributions to the Project. As far as possible, communications campaigns shall be coordinated.

## **REPORTING AND EVALUATION**

28. FAO will report to the Government and to the Fund as scheduled in Annex 4, for activities implemented in its capacity as Executing Entity.

29. The Government, through CCDA, will agree to the dissemination by FAO of information such as Project descriptions and objectives and results, for the purpose of informing or educating the public.

30. Patent rights, copyright, and any other intellectual property rights over any material or discoveries resulting from FAO assistance under this Project will be jointly vested in FAO and the Government through CCDA, along with the rights to use the material for non-commercial purposes.

31. The Project will be subject to independent evaluation(s) according to the arrangements agreed between the Government, the Fund and FAO. The evaluation report(s) will be publicly



accessible, in accordance with the applicable policies, along with the FAO Management Response. Once the documents are public, FAO and CCDA are authorized to prepare a brief summary of the report(s) for the purpose of broad dissemination of its main findings, issues, lessons and recommendations as well as to make judicious use of the report(s) as an input to evaluation synthesis studies.

### **HOLD HARMLESS, INDEMNIFICATION AND RESPONSIBILITIES**

32. The Government will be responsible for dealing with any claims which may be brought by third parties against FAO, its officials or other persons performing services on its behalf, in connection with the Project, and will hold them harmless in respect to any claim or liability arising in connection with the Project, except when it is agreed by the Government and FAO that such claims arise from gross negligence or wilful misconduct of such persons. The Government will covenant to counter any legal challenges and exert all legal remedies before a court of law in case of any challenge in court against the ownership of the GCF volume of ERs.

33. The Government shall indemnify and hold FAO harmless in respect of any actions, remedies or consequences arising from an event of default imposed by the Fund upon FAO as a result of the non-compliance by the Government with its obligations under this Agreement, including without limitation for claims arising in connection with the incorrectness, inaccuracy or incompleteness of the information provided to FAO, or any misrepresentations of any kind given by the Government, in relation to the past activities that led to the REDD+ results, and for which the REDD+ RBPs have been made.

34. In the event of default by the Government of its responsibilities under the Project and this Agreement, the Government will indemnify FAO for any incremental costs incurred by FAO in addressing such default, and shall pay to FAO all damages incurred for losses suffered by FAO as a direct or indirect result of the acts, omissions or negligence of or breach by the Government.

35. Clauses 32-34 shall be implemented in accordance with the relevant international law.

### **REMEDIES AND CONSEQUENCES OF DEFAULT**

36. Should either Party consider that it may risk defaulting on its obligations as set out herein, it shall promptly notify the other Party. The Parties shall engage in consultations with a view to preventing or minimising the likelihood of default, and aimed at agreeing on a course of action aimed at ensuring the successful implementation of the Project.



37. FAO may request senior-level consultations with the Government, which may also, as appropriate, include the Fund, in order to agree on steps to be taken to address any default by the Government or Major Changes.

38. If the Government fails to implement its responsibilities under the Project and this Agreement, FAO shall be entitled to exercise the remedies set out in this Agreement. The Government acknowledges that, if this Agreement is terminated, FAO may be required by the Fund to implement the activities that were the responsibility of the Government under the Funding Proposal in order to meet the objectives of the Project. In such a case, the Government shall take such steps as are reasonably necessary to enable FAO to implement those responsibilities.

39. The Government also acknowledges that the Fund, or a third party acceptable to the Fund, may decide, and shall be entitled to, assume the contractual position and all of the rights, obligations, and liabilities of FAO under this Agreement if:

- a) the Government has not sufficiently remedied its non-compliance with this Agreement;
- b) FAO is in default of its obligations to the Fund;
- c) credible allegations of fraud or other corrupt practices by the Government exist; or
- d) the Fund needs to address any of FAO's on-going activities, upon the expiration or lapse of the accreditation status of FAO, or upon termination of the AMA or FAA.

In such cases, the Government shall cooperate and take all such steps as are reasonably necessary to enable the Fund to assume and exercise all such rights, obligations, and liabilities.

**AD HOC CHECKS, EVALUATIONS, AND/OR INVESTIGATIONS AND ADDITIONAL REMEDIES AVAILABLE TO THE FUND**

40. In the event that the Fund determines that (i) the past activities, or any part thereof that led to the GCF Volume of ERs for which the REDD+ RBP was made, have or has been implemented in a manner inconsistent with the requirements of the RfP (including compliance with the Environmental and Social Safeguard standards, Gender Policy, Indigenous Peoples Policy and the Policy on Prohibited Practices as well as the Cancun Safeguards), or (ii) any person other than the Government has a competing claim to the GCF Volume of ERs for which the REDD+RBP is or was made which has been registered in the Info Hub, the Country's interim national tracking system, any successor national registry and/or any other relevant registry, FAO shall have the right to exercise the following remedies for the benefit of the Fund by notice to the Government and the Fund:



(i) Seek refund from the Government of all or part of the GCF Proceeds disbursed under this Agreement; and/or

(ii) In the event the refund due under this section is partially or fully insufficient to cover the full amount of GCF Proceeds sought for refund, where practicable, require the Government to (1) set aside additional ERs that meet the requirements of the RfP as being paid for by the GCF, on top of the GCF Volume of ERs, and require the Government to provide appropriate evidence of such action through the Info Hub; and/or (2) apply the GCF Proceeds already paid under this Agreement as credit against future GCF REDD+ RBP proceeds to be paid to the Government by the GCF under the RfP or under a replacement or successor modality of the GCF (either through FAO or a different Accredited Entity).

41. The Government acknowledges that the Fund has the right to conduct ad hoc checks, evaluations and/or investigations in respect of the activities that led to the GCF Volume of ERs. The Government shall cooperate with the Fund should it exercise its rights to conduct ad hoc checks, evaluations and/or investigations.

#### **COMMUNICATIONS-FOCAL POINTS OF CONTACT**

42. Unless otherwise agreed, any correspondence, notification or communication between the Parties shall be made in writing and may be served by personal delivery or registered post, or by fax or email, at the recipient Party's address stated below.

#### **FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS – FAO**

Deputy Director-General  
Viale delle Terme di Caracalla,  
Rome 00153, Italy  
Email: [DDG-Bechdol@fao.org](mailto:DDG-Bechdol@fao.org)

Director, Climate and Environment Division  
Viale delle Terme di Caracalla,  
Rome 00153, Italy  
Email: [OBC-Director@fao.org](mailto:OBC-Director@fao.org)

With copy to the GCF team leader, [Nadine.valat@fao.org](mailto:Nadine.valat@fao.org)



## **THE GOVERNMENT**

Managing Director  
Climate Change and Development Authority,  
P.O. Box 4017 BOROKO Papua New Guinea 111  
Email: [info@ccda.gov.pg](mailto:info@ccda.gov.pg)

General Manager REDD+ and Mitigation  
Climate Change and Development Authority,  
P.O.Box 4017 BOROKO Papua New Guinea 111  
Email: [info@ccda.gov.pg](mailto:info@ccda.gov.pg)

With copy to the GCF Focal Point, Ruel Yamuna, [ryamuna959@gmail.com](mailto:ryamuna959@gmail.com)

43. Any notice sent by registered post shall be deemed to have been served five (5) working days after the time of dispatch. Any notice sent by facsimile shall be deemed to have been served twelve (12) hours after the time it was sent and any notice sent by email shall be deemed to have been served upon reply thereto and/or confirmation of receipt sent by the email account of the recipient Party.

## **FINAL PROVISIONS**

44. Any dispute or controversy arising out of or in connection with the Project or this Agreement will be amicably settled through consultations, or through such other means as agreed between the Government and FAO. Any differences that may not be so settled shall be brought to the attention of the Executive Heads of the two Parties for final resolution.

45. Nothing in or related to any provision in this Agreement, including its Annexes, or activity of the Project shall be deemed: (i) a waiver of the privileges and immunities of FAO; (ii) the acceptance by FAO of the applicability of the laws of any country to FAO; and (iii) the acceptance by FAO of the jurisdiction of the courts of any country over disputes arising from this Agreement or assistance activities under the Project.

46. This Agreement may be amended or terminated by mutual written consent. Termination will take effect sixty (60) days after receipt by either Party of written notice from the other Party.



47. Without prejudice to any other right or remedy available to the Fund, FAO may suspend disbursements to the Government, and/or suspend or terminate, with immediate effect, this Agreement in the event of non-compliance by the Government with any of its obligations under this Agreement, without prejudice to paragraph 44 above.

48. This Agreement may be suspended or terminated with immediate effect by FAO in the event of a suspension or termination of the FAA or the AMA.

49. In the event of termination, the obligations assumed by the Parties under this Agreement will survive its termination to the extent necessary to permit the orderly conclusion of activities, and the withdrawal of personnel, funds and property of FAO.

50. Following signature, this Agreement will enter into force upon the entry into effect of the FAA (the "Effective Date").

51. The Parties recall that the FAA shall only enter into effect on the date of receipt by the Fund of:

- a) A duly authorized and executed copy of the FAA by FAO;
- b) A duly authorised and executed copy of this Agreement;
- c) A legal opinion received from the Government, in form and substance satisfactory to the Fund, which has been issued by a qualified lawyer and addressed to FAO and the Fund, establishing with citations of the pertinent constitutional, legal and regulatory provisions, confirming that the Government has legal title to the GCF Volume of ERs for which the REDD+ RBP is made;

## **ANNEXES**

52. The following documents are annexes to the present Agreement and form an integral part of the Agreement:

Annexes:

1. Funding Proposal approved by the GCF at the B.42
2. FAA Schedule 1 – Description of the Funded Activities
3. FAA Schedule 2 – Budget and Disbursement Plan
4. FAA Schedule 3 – Reporting



KW

5. GCF Policy on Prohibited Practices
6. GCF AML/CFT Policy
7. Gender Action Plan (GAP)
8. FAO Gender Policy
9. FAO Policy on Protection from Sexual Exploitation and Abuse
10. FAO Policy on the Prevention of Harassment, Sexual Harassment and Abuse of Authority
11. FAO Policy on Indigenous and Tribal Peoples
12. Revised GCF Environmental and Social Policy and FAO Framework for Environmental and Social Management (FESM)
13. Environmental and Social Management Framework (ESMF)
14. Terms of reference for the pilot programme for REDD+ results-based payments

53. In the event of a conflict between Annex 1 and Annex 2-4, Annex 2-4 shall take precedence.

IN WITNESS, WHEREOF, the Parties have signed this Agreement on the dates set forth below in two originals in the English language, both texts being equally authentic:

On behalf of:  
The Government of Papua New Guinea



Name: Debra Sungi

Title: Managing Director

Date: 18<sup>th</sup> / 12 / 2025



On behalf of:  
The Food and Agriculture Organization  
of the United Nations



Name: Kachen Wongsathapornchai

Title: FAO Representative for Papua New  
Guinea

Date: 18 December 2025