



GREEN
CLIMATE
FUND

**GCF
FUNDED ACTIVITY AGREEMENT
(GRANTS)**

between

ACTED

and

GREEN CLIMATE FUND

**FUNDED ACTIVITY: SAP066
“SCALE – Strengthening Chad’s Adaptation for
Land, Ecosystems and Smallholders”**

Dated 28 MARCH 2026

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Funded Activity Agreement (Grants)

This FUNDED ACTIVITY AGREEMENT (this "FAA") is entered into on 28 MARCH 2026 between:

ACTED, an *association émettant des obligations* organized and existing under the laws of the Republic of France and registered with the Prefect of the Seine-Maritime department as a non-profit organization under the Law dated 1st July 1901 and having its registered office at 5 rue du Général Foy, 75008 Paris, France (the "**Accredited Entity**" or "**ACTED**"); and

The **GREEN CLIMATE FUND**, an international organization established by Decisions 1/CP.16 and 3/CP.17 of the Conference of the Parties to the United Nations Framework Convention on Climate Change (the "**Convention**") and designated as an operating entity of the financial mechanism under Article 11 of the Convention ("**GCF**"),

each a "**Party**" and together the "**Parties**".

WHEREAS

- (A) The Accredited Entity has submitted to GCF a funding proposal as contained in document GCF/B.44/02/Add.01 dated 4 March 2026 (the "**Funding Proposal**") requesting funding for the activity described therein (the "**Project**");
- (B) The Board of GCF, by its Decision B.44/11 ("**Approval Decision**"), approved the Funding Proposal in the amount of USD 25,000,000 (twenty-five million US Dollars) (the "**GCF Proceeds**") subject to the conditions set out in annex I "List of conditions" of the Approval Decision and in the respective term sheet; and
- (C) The Parties now wish to enter into this FAA in order to set out the agreed terms for the implementation of the Project.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Clause 1. Standard Conditions; Definitions

- 1.01 The Standard Conditions (Projects) dated 31 January 2026 (the "**Standard Conditions**") are incorporated in their entirety, and form an integral part of, this FAA. Any derogations from, deviations or modifications to, the Standard Conditions in relation to the Project are set forth in this FAA.
- 1.02 In the event of a conflict or inconsistency between:
 - (a) The terms and conditions in the Clauses of this FAA and the terms and conditions of any of its Schedules, the terms and conditions in the Clauses of this FAA shall prevail;
 - (b) The terms and conditions in the Standard Conditions and the terms and conditions in this FAA, the terms and conditions in this FAA shall prevail; and
 - (c) The provisions in the Funding Proposal and the terms and conditions in this FAA, the terms and conditions in this FAA shall prevail.
- 1.03 The Schedules form part of this FAA and shall have effect as if set out in full in the body of this FAA. Any reference to this FAA includes the Schedules. Any references in this FAA to "Clause" or "Schedule" shall refer to a clause of, a schedule to, this FAA, unless otherwise specified or if the context requires otherwise.

- 1.04 The principles of construction set out in Appendix 1 of the Standard Conditions shall apply to this FAA.
- 1.05 Unless otherwise defined, capitalized terms used in this FAA shall have the meaning given to them in the Standard Conditions. Additional capitalized terms used in this FAA shall have the following meanings:
- (a) **“Accreditation Panel”** has the meaning given to it in Clause 1.01 of the AMA;
 - (b) **“ACTED Chad”** has the meaning given to it in Schedule 2;
 - (c) **“Activity(ies)”** has the meaning given to it in Schedule 1;
 - (d) **“AMA”** means an accreditation master agreement, dated 9 July 2025, entered into between the Accredited Entity and GCF, as may be amended from time to time;
 - (e) **“APFS”** has the meaning given to it in Schedule 2;
 - (f) **“Cash-for-Work Activities”** has the meaning given to it in Schedule 2;
 - (g) **“Cash Procurement Activity”** has the meaning given to it in Schedule 2;
 - (h) **“Component(s)”** has the meaning given to it in Schedule 1;
 - (i) **“Co-financing Agreement(s)”** means the legal agreement(s) and/or arrangement(s) under which the Co-financiers will provide their Co-financing to assist in the Project implementation;
 - (j) **“DGONGD”** has the meaning given to it in Schedule 2;
 - (k) **“Electronic Signature”** means any data in electronic form which is attached to or logically associated with a record and used by a signatory to sign such record, uniquely linked to a signatory, capable of identifying the signatory, created using electronic signature creation data that the signatory can, with a high level of confidence, use under his/her sole control and linked to the data signed in such a way that any subsequent change in the data is detectable;
 - (l) **“Eligibility Criteria”** means the set of criteria to be delivered by the Accredited Entity no later than six (6) months after the Effective Date, which shall be consistent with the Initial Criteria contained in Schedule 5 that the Executing Entities shall apply in the selection and approval of the Final Beneficiary(ies);
 - (m) **“Exclusion List”** means the list of activities or persons prohibited from receiving any funding under the Project, as contained in Schedule 6;
 - (n) **“Final Beneficiary(ies)”** means the persons (either individuals and/or legal entities) to which the Executing Entity(ies) shall make available the GCF Proceeds and/or which will benefit from the implementation of the Project, as described in the Funding Proposal;
 - (o) **“FFS”** has the meaning given to it in Schedule 2;
 - (p) **“FSE”** means the Special Fund for the Environment (*Fonds Spécial en faveur de l’Environnement*), a public administrative body of the Republic of Chad under the technical oversight of the Ministry of the Environment, Fisheries, and Sustainable Development of the Republic of Chad;
 - (q) **“IGAs”** has the meaning given to it in Schedule 2;
 - (r) **“Initial Criteria”** means the minimum criteria contained in Schedule 5 for the selection of Final Beneficiary(ies) that the Accredited Entity will follow for the determination of the Eligibility Criteria;

- (s) **“Operations Manual”** means the final operational regulations to be approved by the Accredited Entity pursuant to the Agreement, and to be followed for the implementation of the Project;
 - (t) **“Output(s)”** has the meaning given to it in Schedule 1;
 - (u) **“PCU”** has the meaning given to it in Schedule 2;
 - (v) **“Project Agreement”** has the meaning given to it in Schedule 2;
 - (w) **“Sub-Grant Agreement”** has the meaning given to it in Schedule 2;
 - (x) **“Targeted Areas”** has the meaning given to it in Clause 7.01(c)(vi); and
 - (y) **“TU”** has the meaning given to it in Schedule 2.
- 1.06 For the purposes of the Agreement, the following provisions of the Standard Conditions are modified as follows:
- (a) The definition of “Monitoring and Accountability Framework” in Appendix 1 of the Standard Conditions shall be amended as follows:
“Monitoring and Accountability Framework” means, subject to the transition arrangements adopted by the Board in paragraph (m) of Decision B.42/13, (a) the initial monitoring and accountability framework for accredited entities adopted by the Board in Decision B.11/10; and (b) the updated monitoring and accountability framework for accredited entities adopted by the Board in Decision B.42/13;” and
 - (b) Paragraph 4 of Appendix 3 of the Standard Conditions shall be amended as follows:
“The Accredited Entity confirms that there is no Event of Suspension or Event of Cancellation occurring with respect to the Agreement. The Accredited Entity further confirms that there is no default or other similar event occurring with respect to the Subsidiary Agreement and the Project Agreement.”

Clause 2. The Project

- 2.01 **Project objectives and description.** The objectives and description of the Project are described in Schedule 1.
- 2.02 **Executing Entities.** For the implementation of the Project:
- (a) the Accredited Entity shall act as the Executing Entity for certain Activities; and
 - (b) FSE shall act as the Executing Entity for certain Activities,
- in each case, as further described in sub-paragraph (a) of Schedule 2.
- 2.03 **Total Project funding.** In accordance with the Funding Proposal, the total funding for the implementation of the Project is estimated to be the equivalent of USD 27,646,557 (twenty-seven million, six hundred forty-six thousand, five hundred fifty-seven US Dollars), which includes the GCF Proceeds and the Co-financing.
- 2.04 **Project-specific details.** The following details apply for the purposes of the Agreement:
- | | |
|--------------------------|--------------------|
| Host Country | Republic of Chad |
| AE Fee Percentage | Seven (7) per cent |

Closing Date	Four (4) years and six (6) months after the Effective Date
Completion Date	Five (5) years after the Effective Date
Co-financiers and amounts of Co-financing	<p>ACTED, for an amount of USD 2,086,557 (two million, eighty-six thousand, five hundred fifty-seven US Dollars) in the form of a non-reimbursable grant for the financing of all Activities.</p> <p>FSE, for an amount of USD 560,000 (five hundred sixty thousand US Dollars) in the form of in-kind contributions for the financing of Activities 1.1.1, 1.2.1 and 2.1.2.</p>
GCF Holding Currency for the Project	US Dollars
Subsidiary Agreement(s)	The grant agreement entered into between the Accredited Entity and FSE.
EE Agreement(s)	None
Environmental and Social Risk Category	C
Safeguards & Inclusion Documents	Environmental and Social Management Plan (ESMP), Environmental and Social Action Plan (ESAP), Gender Assessment and Action Plan and Indigenous Peoples Policy Framework (IPPF).
Additional “Financial Information”	None
Additional reports	None
Transfer Dates in respect of Reflowed Funds referred to Section 2.14(b) of the Standard Conditions	Within thirty (30) days after receipt of those Reflowed Funds by the Accredited Entity.

Clause 3. GCF Proceeds

- 3.01 **Amount of GCF Proceeds.** Subject to the terms and conditions of the Agreement, GCF agrees to make available to the Accredited Entity, by no later than the Closing Date, an amount up to USD 25,000,000 (twenty-five million US Dollars) of GCF Proceeds in the form of a non-reimbursable grant for the purposes of financing the implementation of the Project.
- 3.02 **Permitted Reallocation.**
- (a) For the purposes of Section 3.02(a) of the Standard Conditions:

- (i) The Allocation Thresholds are: Outputs; and
 - (ii) The Specified Percentage is: ten (10) per cent.
- (b) Notwithstanding the requirements of Section 3.02 of the Standard Conditions, any increase in the amount allocated to monitoring and evaluation costs, when compared with the Budget, must be approved in writing by GCF in advance.
- 3.03 ***Currency of Disbursements.*** GCF will make Disbursements of the GCF Proceeds exclusively in the above GCF Holding Currency, and the Accredited Entity shall transfer Unused Funds, Other GCF Funds and any other payment to GCF exclusively in this GCF Holding Currency, unless otherwise agreed by GCF.
- 3.04 ***Transfers of unused GCF Proceeds.*** The Accredited Entity shall:
- (a) no later than fifteen (15) days after the Completion Date, deliver a Notice of Payment to GCF with respect to any GCF Proceeds which have been disbursed to an Executing Entity but which have not been used by that Executing Entity and for which no further disbursements, liabilities or costs are due to be made or paid by that Executing Entity for the Project; and
 - (b) no later than thirty (30) days after the Completion Date, transfer the amounts referred to in sub-paragraph (a) above to GCF to the account notified by GCF to the Accredited Entity in writing.

Clause 4. Disbursement

- 4.01 The additional conditions to disbursement referred to in Section 4.01 of the Standard Conditions consist of the following:
- (a) **Conditions precedent to first Disbursement:**
 - (i) No other conditions for the purposes of Section 4.01(a)(iv) of the Standard Conditions.
 - (b) **Conditions precedent to other Disbursements:**
 - (i) No other conditions for the purposes of Section 4.01(b)(i) of the Standard Conditions.
 - (c) **Conditions precedent for all Disbursements:**

For the purposes of Section 4.01(c)(iv) of the Standard Conditions, in addition to the conditions referred to in Sections 4.01(a)-(c)(i)-(iii) of the Standard Conditions, the Accredited Entity may not deliver a Request for Disbursement unless the following condition has been satisfied in form and substance satisfactory to GCF:

 - (i) Delivery to GCF by the Accredited Entity of a confirmation by the Accredited Entity that as at the date of the Request for Disbursement, each Executing Entity is either able to continue Project implementation in all the Targeted Areas in the manner described in the Funding Proposal or GCF has approved a proposal from the Accredited Entity in the manner provided for in Clause 7.01(j).

Clause 5. Accredited Entity Fee

- 5.01 No additional provisions.

Clause 6. Additional Representations and Warranties

- 6.01 For the purposes of Section 8.01(h) of the Standard Conditions, in addition to the representations and warranties referred to in Sections 8.01(a)-(g) of the Standard Conditions, the Accredited Entity represents and warrants, on each Representation Date occurring after the Project Agreement has been entered into, that the Project Agreement remains in full force and effect.

Clause 7. Additional Covenants

- 7.01 The Accredited Entity shall:

Project Implementation

- (a) Cause the Final Beneficiary(ies) to be selected in accordance with the Eligibility Criteria;
- (b) Cause the Cash-for-Work Activities and the Cash Procurement Activity to be implemented in the manner provided for in sub-paragraph (b) of Schedule 2 and otherwise in accordance with the Funding Proposal;
- (c) Deliver the final Operations Manual, duly approved by the Accredited Entity, to GCF, in a form and substance satisfactory to GCF, by no later than the date falling six (6) months after the Effective Date, such Operations Manual to include, among other things, the following content:
 - (i) The Eligibility Criteria;
 - (ii) Description of the implementation and governance arrangements for the Project, including the terms of reference of the PCU and the TU;
 - (iii) With respect to each Activity which is to be implemented by more than one Executing Entity, the roles and responsibilities of each Executing Entity for that Activity;
 - (iv) Description of the proposed operations and maintenance for the rehabilitation of small-scale water sources and communal infrastructure under Activity 2.2.3;
 - (v) Description of the criteria and process through which the Accredited Entity is to define the situation of insecurity that could hamper Project implementation; and
 - (vi) Criteria to be used to identify alternative areas of intervention in case of insecurity in any targeted area of the Project, namely Ouaddai, Sila, Salamat, Moyen Chari in the Host Country (each a "**Targeted Area**");
- (d) Not amend any section of the Operations Manual related to the content listed under sub-paragraph (c) above, except with the prior written no-objection of GCF. Without prejudice to the foregoing, in case any amendments are made to the Operations Manual, the Accredited Entity shall provide a copy of the amended Operations Manual within five (5) calendar days of its amendment;
- (e) Cause or contractually require, as applicable, compliance by the Executing Entities with the Operations Manual;

- (f) In addition to the requirements in Section 2.14 of the Standard Conditions, consult with GCF on the steps to be taken in relation to the assets or equipment purchased with the GCF Proceeds in the event that there are any proposals for any such asset or equipment to be sold;
- (g) Deliver to GCF a duly authorized and executed copy of the Project Agreement by no later than the date falling six (6) months after the Effective Date or such other date as GCF may agree in writing; and
- (h) Ensure that none of Activities 2.1.2, 2.2.3 and 3.1.2 are implemented prior to the delivery of the final and approved Operations Manual in accordance with sub-paragraph (c) above.

Monitoring; Reporting; Evaluation

- (i) Promptly inform GCF (i) of any material and adverse changes to the risk assessment which was provided by the Accredited Entity to GCF as part of the Funding Proposal as and when they arise, including any strategic directions, changes in the Project governance, emerging risks that might have an impact on the Project, its activities and its implementation modalities; and (ii) if, in accordance with the criteria and the processes set out in the Operations Manual, an Executing Entity's access to any Targeted Area is hampered by insecurity in that Targeted Area such that the said Executing Entity is unable to continue Project implementation in that Targeted Area;
- (j) Within ninety (90) days of any notification from the Accredited Entity to GCF in accordance with the sub-paragraph immediately above, submit a proposal to GCF (including any proposed reallocation of funds) for (i) strengthening the Project's interventions in other Targeted Areas; or (ii) implementing the Project's interventions in other area(s) with similar climate risk(s) (as determined in accordance with the Operations Manual) in order to achieve the same targets and impacts as described in the Funding Proposal; or (iii) in the event that either or both of approaches described in (i) and (ii) are not feasible, requesting a cancellation of any unused and any undisbursed amounts of the GCF Proceeds. GCF may approve such proposal in its sole discretion. If GCF approves such proposal, the Accredited Entity shall continue implementation of the Project in the manner approved by GCF;
- (k) Promptly inform GCF (i) upon termination of the Project Agreement, or (ii) if any proposal is made to terminate the Project Agreement; and
- (l) Not make any amendment or modification to the Project Agreement which is inconsistent with the terms of the Agreement and deliver to GCF the executed copies of any amendment or modification to the Project Agreement within five (5) days after its execution.

Accreditation Condition

- (m) For the purposes of satisfying the condition set out in paragraph 1.(b) of Annex 2 (*Conditions*) of the AMA, deliver to GCF, in a form and substance satisfactory to the Accreditation Panel, no later than 15 April 2028, an independent external quality assessment report from a qualified and competent professional, confirming the overall effectiveness of the Accredited Entity's internal audit function.

Clause 8. Suspension; Cancellation; Refund; Other Remedies

- 8.01 For the purposes of Section 9.01(k) of the Standard Conditions, in addition to the events referred to in Sections 9.01(a)-(j) of the Standard Conditions, GCF may, by notice to the Accredited Entity, suspend, in whole or in part, the right of the Accredited Entity to request Disbursements under the Agreement if one or more of the following events occurs and is continuing:
- (a) The Accredited Entity's branch registration in the Host Country is suspended, revoked and/or not renewed following its expiry; and
 - (b) The Project Agreement is terminated or otherwise ceases to be effective.
- 8.02 No additional Events of Cancellation.

Clause 9. Effectiveness

- 9.01 The documents and other evidence referred to in Section 11.01(a) of the Standard Conditions consist of delivery by the Accredited Entity to GCF of the following:
- (a) A duly authorized and executed copy of this FAA;
 - (b) A duly authorized and executed copy of the Subsidiary Agreement;
 - (c) A certificate, issued by an authorized officer of the Accredited Entity, in a form and substance satisfactory to GCF, confirming that the Co-financing to be provided for the implementation of the Project has been (i) duly authorized by all necessary corporate and governmental actions of the relevant Co-financier, and, where applicable (ii) confirmed through duly executed Co-financing Agreements; and
 - (d) A certificate, issued by an authorized officer of the Accredited Entity, in a form and substance satisfactory to GCF, confirming that all approvals required for the Project to commence implementation in the Host Country have been obtained, including the issuance by DGONGD of a no-objection letter or other written confirmation authorizing the Accredited Entity to proceed with the drafting and conclusion of the Project Agreement.

Clause 10. Applicable Law; Dispute Resolution

- 10.01 This FAA and the Standard Conditions and any non-contractual obligations arising out of or in connection with them shall be governed by English law.
- 10.02 For the purposes of Section 13.02 of the Standard Conditions:
- (a) Arbitration Rules: International Chamber of Commerce ("ICC"); and
 - (b) Appointing authority: in accordance with the ICC Arbitration Rules.
- 10.03 Section 13.03 (b)-(d) of the Standard Conditions do not apply to the Agreement.

Clause 11. Notices

- 11.01 Any notice, request, document, report, or other communication submitted by either the Accredited Entity or GCF shall be made in writing, 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 addresses set out below, and shall only be deemed to be effective if sent to the particular department, officer or email address specified below:

For the Accredited Entity:

Attn: André Krummacher (Vice CEO Programmes)
Address: 5 rue du Général Foy, 75008 Paris, France
Fax: N/A
Email: andre.krummacher@acted.org

For GCF:

Attn: Director of the Department of the Africa Region
Office of the Chief Investment Officer
Address: Green Climate Fund
G-Tower, 175, Art Center-daero
Yeonsu-gu, Incheon 22004
Republic of Korea
Fax: +82 32 458 6092
Email: DAFR.postapproval@gcfund.org

- 11.02 A Party may change the information set forth in Clause 11.01 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.

Clause 12. Miscellaneous


- 12.01 **Execution in Counterparts.** This FAA may be executed in two counterparts, each of which shall be an original.
- 12.02 **Electronic Signature.** Each Party acknowledges and agrees that this FAA, any modification or amendment of this FAA, and any related supplementary document, including certificates and/or notices governed by and/or to be provided under this FAA, may be executed via Electronic Signature, which shall be considered as an original signature for all purposes, shall have the same legal validity and enforceability as a wet-ink signature, and shall be conclusive evidence of that Party's intention to be legally bound as if such signature had been written by hand. In the event that the Electronic Signature is, for any reason whatsoever, not recognised by any relevant person, entity or authority in any applicable jurisdiction, each Party undertakes, upon request, to promptly provide a wet-ink signature on any relevant document.



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

Signature blocks follow on subsequent pages

ACTED

By 
André Krummacher
Vice CEO Programmes, Impact & Accountability

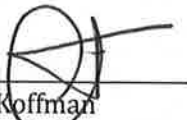
Date 28.03.2026





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By 
Catherine Koffman
Director of the Department of the Africa Region

Date 28 MARCH 2026



Schedule 1. Description of the Project

The description of the Project, as further elaborated in the Funding Proposal, is:

Project Objective: The design of the Project is built on an integrated approach to climate-resilient agriculture and pastoralism, combining three components: 1. institutional strengthening, 2. ecosystem-based adaptation, and 3. livelihood diversification. Together, these interventions aim to transform vulnerable production systems in South and East Chad, improving resilience to extreme events and reducing climate risks for farming and pastoral communities.

The Project has the following components (“**Components**”), outputs (“**Outputs**”), and activities (“**Activities**”), as further described in Section B.2.1 of the Funding Proposal:

Component 1: *Institutionalization of Knowledge Management and Strengthening of Governmental Capacities*, addresses institutional weaknesses and the lack of knowledge management within the Government of Chad. It aims to strengthen national and sub-national capacities for climate adaptation planning, monitoring, and information sharing. Under **Outcome 1**, institutional and technical capacities for climate adaptation are strengthened through two main outputs.

Output 1.1: Institutional and technical capacities for impact measurement of climate adaptation projects are strengthened

- **Activity 1.1.1:** Participatory elaboration of climate adaptation national project pipeline
- **Activity 1.1.2:** Strengthening climate adaptation impact measurement

Output 1.2: Climate adaptation knowledge and best practices are collected, shared, and scaled through inclusive platforms

- **Activity 1.2.1:** Reinforce national-level dialogues utilizing Agora30
- **Activity 1.2.2:** Facilitate provincial level plans and knowledge sharing
- **Activity 1.2.3:** Community-level awareness and leadership for climate adaptation.

Component 2: *Implement ecosystems-based adaptation for agriculture and pastoral production systems*, responds to the limited access to adaptation knowledge, inputs, and sustainable natural resource management practices. Under **Outcome 2**, farming and pastoral communities are supported to adopt climate-resilient practices that improve productivity and ecosystem health.

Output 2.1: Farming communities transition to climate-adapted production (Moyen Chari, Salamat)

- **Activity 2.1.1:** Disseminate knowledge on climate resilient agriculture
- **Activity 2.1.2:** Implement small scale water harvesting earthworks and soil management practices
- **Activity 2.1.3:** Strengthen community land governance for the inclusion of women and youth

Output 2.2: Agro-pastoral communities adopt climate adapted techniques (Ouaddaï Sila, Salamat)

- **Activity 2.2.1:** Disseminate knowledge on climate resilient agro-pastoral approaches.
- **Activity 2.2.2:** Support for climate-resilient pastoral practices.
- **Activity 2.2.3:** Rehabilitation of small-scale water sources and communal infrastructure

Component 3: *Support to Diversification of Livelihoods as a Strategy for Enhancing Resilience to Climate Shocks*, addresses the lack of income diversification in vulnerable

households, particularly among women and youth. Under **Outcome 3**, communities adopt sustainable, climate-resilient livelihood options that reduce dependence on rainfed agriculture and pastoralism.

Output 3.1: Climate-resilient economic activities are strengthened and diversified

- **Activity 3.1.1:** Strengthen women and youth's capacity by enhancing organisational, entrepreneurship, leadership skills.
- **Activity 3.1.2:** Support the development of climate-adapted IGAs (as defined below).
- **Activity 3.1.3:** Roll out financial inclusion mechanisms, including the establishment/ scale up of women-led VSLAs (as defined below).
- **Activity 3.1.4:** Mapping of stakeholders and upward integration of IGAs into targeted value chains.

Selection of the Final Beneficiaries

Each Executing Entity shall be responsible for the selection of the Final Beneficiaries based on the Eligibility Criteria.

Schedule 2. Implementation Arrangements

The Implementation Arrangements for the Project, as further elaborated in the Funding Proposal are:

(a) Executing Entities:

The Executing Entities for the Project are:

- (i) the Accredited Entity, acting through its branch in the Republic of Chad (“**ACTED Chad**”); and
- (ii) FSE,

each for the Activities set out in the table below:

Activity	Executing Entity(ies)	Role of each Executing Entity where there is more than one Executing Entity
Activity 1.1.1: Participatory elaboration of climate adaptation national project pipeline	FSE	N/A
Activity 1.1.2: Strengthening climate adaptation impact measurement	ACTED Chad	N/A
Activity 1.2.1: Reinforce national-level dialogues utilizing Agora30	FSE	N/A
Activity 1.2.2: Facilitate provincial level plans and knowledge sharing	ACTED Chad	N/A
Activity 1.2.3: Community-level awareness and leadership for climate adaptation	ACTED Chad	N/A
Activity 2.1.1: Disseminate knowledge on climate resilient agriculture	ACTED Chad	N/A
Activity 2.1.2: Implement small-scale water harvesting earthworks and soil management practices	FSE and ACTED Chad	As set out in the Operations Manual
Activity 2.1.3: Strengthen community land governance for the inclusion of women and youth	ACTED Chad	N/A
Activity 2.2.1: Disseminate knowledge on climate resilient agro-pastoral approaches	ACTED Chad	N/A
Activity 2.2.2: Support for climate-resilient pastoral practices	ACTED Chad	N/A
Activity 2.2.3: Rehabilitation of small-scale water sources and communal infrastructure	FSE and ACTED Chad	As set out in the Operations Manual
Activity 3.1.1: Strengthen women and youth’s capacity by enhancing organisational, entrepreneurship, leadership skills	ACTED Chad	N/A
Activity 3.1.2: Support the development of climate-adapted IGAs	FSE and ACTED Chad	As set out in the Operations Manual

Activity	Executing Entity(ies)	Role of each Executing Entity where there is more than one Executing Entity
Activity 3.1.3: Roll out financial inclusion mechanisms, including the establishment/ scale up of women-led VSLAs	ACTED Chad	N/A
Activity 3.1.4: Mapping of stakeholders and upward integration of IGAs into targeted value chains	ACTED Chad	N/A

(b) Flow of Funds

The Accredited Entity may request Disbursements from GCF in accordance with the terms of this FAA and will then transfer funds to each Executing Entity for the implementation of the Project in accordance with this FAA and the Subsidiary Agreement respectively.

In the case of Activities 2.1.2 and 2.2.2 (the “**Cash-for-Work Activities**”), the relevant Executing Entity will make cash payments to the participants of the farmer field schools (“**FFS**”) and agro-pastoral schools (“**APFS**”) (which are selected in accordance with the Eligibility Criteria) following completion of the work by those participants as set out below:

- The relevant Executing Entity shall determine the payment amount in consultation with the local communities, local actors, and a benchmarking exercise comparing rates applied by other NGOs operating in the area.
- The Accredited Entity shall cause strict financial controls to be applied as follows:
 - Before recruitment, the Final Beneficiaries shall provide identification documents proving their name and age, with only individuals aged above 18 years being eligible. Each Final Beneficiary shall sign a daily work agreement.
 - During implementation, the team leader shall explain the tasks to the Final Beneficiaries, provide training on adaptation techniques, and equip workers with the necessary tools and protective equipment, which remain under the relevant Executing Entity’s supervision on-site.
 - Each worker shall sign attendance sheets which are then countersigned by the team leader, who verifies presence and work completion.
 - After the work is validated according to the agreed standards, each Final Beneficiary receives payment in cash directly from the relevant Executing Entity and signs a payment voucher as proof of receipt. Each Final Beneficiary may use their earnings according to their needs, which typically include essential expenditures such as food, housing, health, and education.

As for Activity 3.1.2 (the “**Cash Procurement Activity**”), the relevant Executing Entity may provide cash for certain inputs for the income-generating activities (“**IGAs**”) where the relevant items are procurable on the local market, in each case, as set out below:

- The relevant Executing Entity shall conduct a rapid market survey to determine what is locally available and at what price. Based on these findings, the relevant Executing Entity shall support eligible participants in developing a business plan which is validated by the relevant Executing Entity or, when a specific type of IGA is required, the Accredited Entity shall prepare a standardized business plan.

- Within these plans, the relevant Executing Entity shall identify which inputs can be purchased locally, forming the basis for calculating the cash transfer. When participants go to the market, the relevant Executing Entity shall deploy a monitoring team to ensure that planned items are purchased at fair prices. Depending on the nature of the activity and the number of steps needed for implementation, the relevant Executing Entity may disburse the cash transfer in several instalments; for simpler activities, a single instalment may suffice.
- Additionally, the Accredited Entity shall cause each Executing Entity to carry out monitoring of the IGAs, which shall be undertaken by the relevant Executing Entity's monitoring, evaluation and appraisal and learning (MEAL) staff, or programme staff, and which shall include monitoring activities as outlined in the Logical Framework, including verifying training attendance and IGA income increases.

For all other Activities, each Executing Entity will use the GCF Proceeds and its Co-financing for the provision of technical assistance and capacity building to the Final Beneficiaries.

No GCF Proceeds will be transferred directly to the Final Beneficiaries other than with respect to the Cash-for-Work Activities and the Cash Procurement Activity.

(c) Legal & Contractual Structure

Subsidiary Agreement

The Accredited Entity and FSE will enter into the Subsidiary Agreement for the implementation of the Project. The Subsidiary Agreement will be legally binding and outline the roles and responsibilities of each party in the implementation of the Project, payment terms and shall reflect all applicable requirements of this FAA for the implementation of the Project. It will be governed by the laws of France. In addition, the Subsidiary Agreement will also contain provisions relating to the Co-financing to be provided by FSE.

Sub-Grant Agreement

In the implementation of the Project, each Executing Entity may put in place grant agreements with third party implementing entities (each a "**Sub-Grant Agreement**") such as local authorities, non-governmental organizations and other service providers for the provision of goods and services to the Final Beneficiaries in accordance with the instructions of the relevant Executing Entity. Each implementing entity will undergo a due diligence process by the relevant Executing Entity before receiving funding, which will vary depending on the grant amount and the legal status of the entity. This process will include screening against sanctions lists and may involve a comprehensive review of governance structures, operational capacities, internal control procedures, financial management, and track records, including reference checks.

Each Sub-Grant Agreement will be legally binding and set out the provisions relating to the use of the grant funds. Each Executing Entity will be responsible for managing the implementing entities and will oversee their activities. Although the third parties described above may be involved in project implementation, the relevant Executing Entity has the final say on implementation decision-making for the Project, including the selection of the Final Beneficiaries and any other decisions.

Project Agreement

In the implementation of the Project, the Accredited Entity will enter into a project agreement with the General Directorate for Development NGOs (in French: *Direction Générale des ONG de Développement*) ("**DGONGD**") and the Host Country, acting through

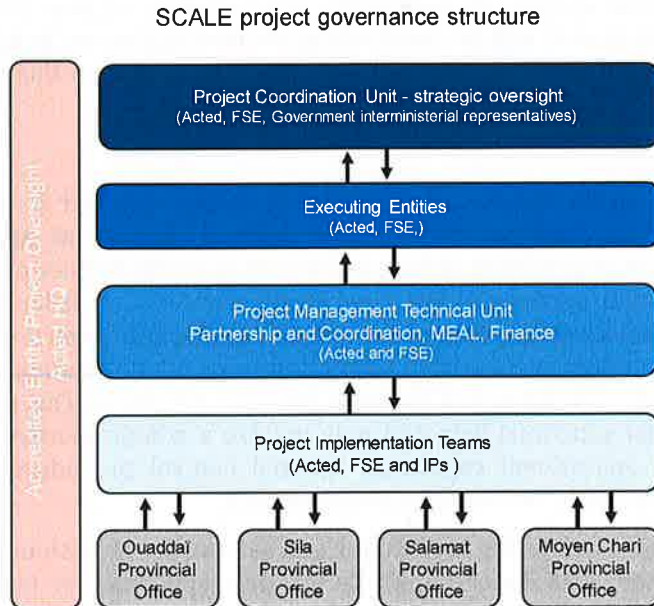
the Ministry of Finance, Budget, Economy, Planning and International Cooperation (in French: *Ministère des Finances, du Budget, de l'Economie, du Plan et Coopération Internationale*) (the “**Project Agreement**”). The Project Agreement will, among other things, define the scope of the Project activities, identify the sectoral ministries involved, and set out all required human-resource and procurement actions. It will also establish the implementing organization’s reporting obligations and the facilitation duties of the DGONGD, including support for staff movement within the country and the provision of tax exemptions for Project-related assets.

(d) **Project Governance**

The Accredited Entity will carry out all duties and requirements in accordance with this FAA, including overall project oversight and reporting to GCF. At the national level, a Project Coordination Unit (the “**PCU**”) will be established to provide strategic oversight throughout project implementation. The PCU will be chaired by the Ministry of Environment, Fisheries and Sustainable Development, also the National Designated Authority for the Host Country and co-chaired by the ACTED Project Director, convening annually. The Executing Entities will report to the PCU and respond to its strategic guidance to ensure that project implementation remains aligned with national priorities and objectives.

A Technical Unit (the “**TU**”) will oversee day-to-day operational coordination and monitoring, supported by four provincial field offices ensuring decentralized delivery and local ownership. Decisions of the PCU and the TU are binding on the Executing Entities.

The Project governance structure is illustrated in the following diagram:



For operational oversight, the TU will be established to ensure operational coordination and oversight throughout the project lifecycle meeting on a regular basis. Decentralised coordination and direct project implementation will be ensured through four primary provincial field offices in targeted provinces, which will be responsible for day-to-day implementation and reporting to the TU. This multi-level management approach is designed to ensure responsive delivery, local ownership, and strong alignment with the government of Chad’s climate priorities.

Schedule 3. Disbursement Schedule

Disbursement Tranche	Disbursement of the GCF Proceeds (USD)	Tentative Timeline Year
1	3,420,257.15	Year 1
2	5,171,518.98	Year 2
3	6,466,863.83	Year 3
4	5,095,152.93	Year 4
5	4,846,207.11	Year 5
Total	25,000,000	

Schedule 4.Reporting

A. Reporting Period

The Reporting Period will cover the implementation period of the Project from the Effective Date to the Completion Date, during which the APRs and Financial Information shall be provided by the Accredited Entity to GCF in accordance with the terms of the Agreement.

B. Project calendar milestones

Milestones	Timing
Inception Report	Within six (6) months from the Effective Date
Independent Interim Evaluation Report	Within two (2) years and nine (9) months from the Effective Date
Project Completion Report (final APR)	Within three (3) months from the Completion Date
Independent Final Evaluation Report	Within six (6) months from the Completion Date

Schedule 5. Initial Criteria

COMPONENTS / OUTPUTS	ACTIVITY	BENEFICIARY TARGETING CRITERIA
Component 1 Institutionalization of knowledge management & strengthening of governmental capacities.		
01.1 Institutional and technical capacities for impact measurement of climate adaptation projects are strengthened.	A1.1.1 Participatory elaboration of climate adaptation national project pipeline	At the national level, it is estimated that 160 people will be participants in the various meetings, and trainings held under Component 1.
	A1.1.2 Strengthen capacity for climate adaptation impact measurement	Participants will be identified based on the relevance of the topic for their job requirements, interest, availability and gender split (ensuring representation of both women and men). Government staff will have to have worked with the relevant ministry/agency for at least 6 months, and plan to remain for at least 1 more year. Long serving members of the technical services and ministries will be prioritised over newer staff if relevant to encourage opportunities for long serving civil servants.
01.2 Climate adaptation knowledge & best practices are collected, shared, & scaled through inclusive platforms	A1.2.1 Reinforce national-level dialogues utilizing the AGORA30 platform	Provincial level knowledge platforms will support 180 beneficiaries. These will primarily include decentralised state agents and technical service providers, as well as provincial level committee members.
	A1.2.2 Facilitate provincial-level plans & knowledge sharing	Participants to each workshop will be confirmed by the local provincial authorities.
	A1.2.3 Community-level awareness & leadership for climate adaptation.	Across the 4 provinces, the Project will target 160,160 people as part of the community level awareness and sensitisation campaign. It is envisioned that all community members participate in the campaigns and sensitisation sessions held over the project, including women, youth and indigenous people. Community outreach workers will lead these sensitisation sessions and will be identified by community leaders based on their strong communication skills, interest and engagement on climate action, and overall community acceptance.
Component 2 Implement ecosystems-based adaptation for agriculture & pastoral production systems		
02.1 Farming communities transition to climate-adapted agro-ecological production (Moyen Chari, parts of Salamat)	A2.1.1 Disseminate knowledge on climate resilient agriculture	The Project will target 900 farming households under Activities 2.1.1 and 2.1.2. Members of the FFSs will be required to have access to at least 1 hectare of farming land, and self-motivation for participation. Although many women and vulnerable groups and indigenous populations lack formal land ownership, the project applies the "1 hectare" criterion flexibly, recognizing customary or shared access rights. Participants can join through group, leased, or community plots,



COMPONENTS / OUTPUTS	ACTIVITY	BENEFICIARY TARGETING CRITERIA
		<p>ensuring women, indigenous people and vulnerable households are fully included.</p> <p>Lead/champion farmers will be selected based on willingness and higher levels of technical skill, appetite for risk to pilot adaptation innovations. They must also be willing to grant access to other farmers in their community to their land to showcase the results of the innovation pilots that will be implemented on their land.</p>
	<p>A2.1.2 Implement small-scale water harvesting earthworks and soil management practices</p>	<p>The same 900 farming households as above will be targeted to implement the small-scale adaptation methodologies.</p> <p>For the application of Cash for Work, farmers will be able to nominate an alternative member of their household to participate if wanted, however it will be a requirement that the replacement participant has sufficient strength to conduct the works and meet the minimum child labour age requirements. Project participants are free to use their earnings according to their needs, which typically include essential expenditures such as food, housing, health, and education.</p>
	<p>A2.1.3 Strengthen community land governance for the inclusion of women & youth. (Moyen Chari & Salamat)</p>	<p>50 women/ youth/refugees will be selected for the support to land access. Beneficiaries will be selected based on the following criteria:</p> <ul style="list-style-type: none"> - Currently no secured land access - Already undertaking subsistence/income generating activities on unsecured land - Prioritisation of female headed households and indigenous people where relevant. - Community approval of the selected beneficiary <p>Where feasible, beneficiaries who have secured access to arable land will be integrated into the activities above so that they may implement climate adapted practices for improved resiliency.</p>
<p>O2.2 Agro pastoral communities adopt climate adapted techniques (Ouaddaï, Sila, Salamat)</p>	<p>A2.2.1 Disseminate knowledge on climate resilient agro-pastoral approaches</p>	<p>The Project will target 1,250 agropastoral families under activities 2.2.1 and 2.2.2.</p> <p>Members of the APFSs will be required to have at least 20-50 heads of livestock, access to land for grazing and fodder production and communal land for grazing, ensuring the inclusion of indigenous people</p>
	<p>A2.2.2 Support for climate-resilient pastoral practices</p>	<p>Self-motivation for participation is also required.</p>
	<p>A2.2.3 Rehabilitation of small-scale water sources & communal infrastructures</p>	<p>The rehabilitation of small-scale water infrastructures and fodder storage infrastructures is estimated to benefit 67,800 people across the targeted communities.</p> <p>Locations for the rehabilitations will be identified based on community consultations including</p>

COMPONENTS / OUTPUTS	ACTIVITY	BENEFICIARY TARGETING CRITERIA
		<p>indigenous people where relevant and located within the grazing areas/plans to help address water scarcity and variability as well as fodder shortages.</p> <p>Rehabilitation sites will be validated by provincial technical agents and will benefit surrounding communities</p>
Component 3 Support diversification of livelihoods as a strategy for enhancing resilience to climate shocks		
<p>03.1 Climate-resilient economic activities are strengthened & diversified</p>	<p>A3.1.1 Strengthen women & youth's capacity by enhancing organisational, entrepreneurship, leadership skills.</p>	<p>The same 880 households (220 households per province) will be targeted under Activity 3.1.1 and Activity 3.1.2.</p>
	<p>A3.1.2 Support the development of climate-adapted income-generating activities (IGAs).</p>	<p>Beneficiaries will be identified based on a preset criteria that has two parts –</p> <ol style="list-style-type: none"> 1. Inclusion criteria - that considers socio-economic and climate vulnerabilities (such as female heads of households, dependency ratios, food insecurities, exposure to climate hazards). 2. Prioritisation criteria - that considers previous experience with self-employment, suitability of space for implementing the IGA etc.; targeting will include priority for women and youth, as well as members of women and youth groups, cooperatives, producer groups. etc will be selected
	<p>A3.1.3 Roll out financial inclusion mechanisms, including the establishment/ scale up of women-led Village Savings & Loan Associations (VSLAs).</p>	<p>VSLA activities will target 800 people over four provinces.</p> <p>It is not necessarily the case that beneficiaries from Activities 3.1.1/3.1.2 automatically join the VSLA activities. Beneficiaries will self-select and form the VSLA groups, as member confidence and trust is a key element of success for the groups. VSLA membership will be open to the broader community.</p> <p>Targeting of group members will include women, youth, and other marginalized community members who do not have access to formal financial service providers.</p> <p>Members will have a monthly contribution requirement, so there will be a minimum income requirement based on a level that is fair for local communities.</p>
	<p>A3.1.4 Mapping of stakeholders and upward</p>	<p>This activity will target key stakeholders within the target value-chains including input suppliers, extension service providers, providers of traditional</p>



COMPONENTS / OUTPUTS	ACTIVITY	BENEFICIARY TARGETING CRITERIA
	integration of IGAs into targeted value chains	and non-traditional capital instruments and other support service providers (such as cold-chain logistics providers, marketing specialists, packaging manufacturers, specialised retail and wholesale actors etc. It is anticipated that across the 4 provinces 400 value chain actors will be mobilized and included in this activity.

Schedule 6.Exclusion List

1. Labour & Human Rights Violations

- Forced labour;
- Harmful or exploitative child labour;
- Any form of sexual exploitation, abuse or harassment;
- Sexual activity with any person under 18, regardless of consent;
- Transactional sex, solicitation, exploitative or coercive sexual conduct;
- Human trafficking for sexual purposes;
- Any form of child exploitation, ill-treatment, abuse or negligence;
- Contact with children by individuals known for crimes against children;
- Violation of child safeguarding behavioural standards (e.g. unsafe or inappropriate photography/filming of children);
- Any form of discrimination, harassment, intimidation or abuse;
- Production or activities that impinge on the lands owned, or claimed under adjudication, by Indigenous Peoples, without full documented consent of such peoples;
- Any criminal, illegal, exploitative or abusive activities;

2. Illegal or Prohibited Activities

- Prohibited wildlife / CITES-banned products;
- Unbonded asbestos fibres;
- Substances banned by international conventions;
- Activities violating host country legislation and international environmental agreements;

3. Environmentally Harmful Activities

- Any infrastructure with more than minimal (Category C / I-3) environmental or social impacts;
- Commercial logging in primary forests;
- Significant destruction of critical habitats;
- Irreversible environmental damage;
- Pollution, harmful waste practices, or soil/water contamination;
- Biodiversity loss, ecosystem degradation or land degradation;
- Activities increasing greenhouse gas emissions contrary to commitments;
- Unsustainable natural resource extraction;
- Any activity incompatible with the GCF Environmental and Social Policy or the IFC Performance Standards applied under the GCF Interim ESS.

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