AMENDMENT TO THE ADMINISTRATION AGREEMENT

between

THE GOVERNMENT OF NORWAY

and

THE INTER-AMERICAN DEVELOPMENT BANK

WHEREAS, the Government of Norway, acting through the Royal Ministry of Foreign Affairs of Norway (the "Government"), and the Inter-American Development Bank (the "Bank") (together referred to as the "Parties") entered into an Administration Agreement (the "Agreement") on February 20, 2013 regarding a Project Specific Grant for Bank Project No. RG –X1166 "Strengthening IDB Operational Expertise on Agriculture, Forestry and Other Land Use", further described in the Project Document (the "Project Document") attached to the Administration Agreement;

WHEREAS, the Norwegian Agency for Development Cooperation ("Norad") is a Directorate under the Ministry of Foreign Affairs of Norway;

WHEREAS, the Government's responsibilities under the Agreement have been assigned to Norad and Norad hereby assumes all responsibilities, rights and obligations of the Government under the Agreement; and

WHEREAS, the Agreement provides in Section 3 that "[t]he Government shall transfer the Contribution to the Bank in U.S. dollars in two installments (...)" and the first installment of US\$ 225,000.00 (two-hundred and twenty-five thousand U.S. dollars) was effectively disbursed, and received by the Bank with value May 3, 2013.

WHEREAS, the Agreement further provides in Section 3 that "[t]he Bank may request the second installment to complete the Contribution a year after the signature date of this Agreement" and more than a year has already elapsed since the signing of the Agreement;

WHEREAS, the Agreement provides in Section 14 thereto that "[t]he Parties may amend any provision of this Administration Agreement in writing".

NOW, THEREFORE, the Parties hereby agree to amend the Agreement as follows (throughout this Amendment, capitalized terms used but not defined herein shall have the meanings ascribed to them under the Agreement):

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All references to the Government in the Agreement are hereby replaced *mutatis mutandi* as if Norad were a party to the Agreement. Consequently, the Government and the Bank will have no further rights against, or obligations to, each other in connection with the Agreement.

The second installment of the Contribution shall be disbursed upon a written request from the Bank, as provided in Section 3 of the Agreement. This second installment is sought to further the Bank's efforts with regard to the need to strengthen the operational expertise on "Reduced Emissions from deforestation and forest degradation, sustainable management of forests, conservation and enhancement of forest carbon stocks in developing countries reduced emissions from forests", as provided in Section IV (Justification) of the Agreement's project document.

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The Parties agree that it is important to undertake appropriate measures to prevent irregularities, fraud, corruption or any other illegal activity in the management of the Contribution. Further, the Bank will include a provision in the Trust Fund Appointee ("TFA") Agreement stipulating that the Consultant will be subject to the Bank's applicable policies and procedures, which include, but are not limited to, the Bank's Code of Ethics and Professional Conduct. The Bank will take timely and appropriate action to respond to any allegation of misconduct in connection with the Project in accordance with its applicable policies and procedures. The Bank shall immediately inform Norad, on a confidential basis, of misconduct on the part of the TFA, including the imposition of any sanction pursuant to Bank policy.

IV

Section 12 of the Agreement is hereby superseded and shall now read as follows:

For the Bank:

Inter-American Development Bank 1300 New York Avenue, NW Washington, D.C. 20577 UNITED STATES OF AMERICA Attention:

> Chief, Grants and Co-financing Management Unit Office of Outreach and Partnerships (ORP/GCM)

Tel.: +1 (202) 623-2018 Fax: +1 (202) 623-3171 E-mail:orp-gem@iadb.org

For Norad:

Department for Climate, Energy and Environment Norwegian Agency for Development Cooperation Ruseløkkveien 26 0251 Oslo NORWAY Attention:

Director, Department for Climate, Energy and Environment

Mr. Einar Telnes Tel.: +47 (23) 98-00-00

E-mail: norad-post-kem@norad.no

All other terms and provisions of the Agreement not expressly modified herein shall remain in full force and effect. Further, this Amendment shall enter into force on the date of its last signature by the Parties, and shall constitute an amendment to, and form an integral part of, the Agreement.

Subject to their respective policies and procedures with respect to the disclosure of information, the Parties and NORAD may make this Amendment publicly available.

IN WITNESS WHEREOF, the Parties and Norad, acting through their duly authorized representatives, have signed this Amendment in three (3) original counterparts in the English language on the dates indicated below.

DEVELOPMENT BANK Brown Browne

Bernardo Guillamon

Manager

Office of Outreach and Partnerships

INTER-AMERICAN

or Outreach and Farmerships

Date: 9/12/14

Bjørn Brede Hansen
Deputy Director General
Section for Multilateral Development
Finance and Global Economic Issues
Royal Ministry of Foreign Affairs
of Norway

GOVERNMENT OF NORWAY

D /		
Date:		

NORWEGIAN AGENCY FOR DEVELOPMENT COOPERATION

Einar Telnes Director

Department for Climate, Energy and Environment

Date: 19/09 / 201