

ANNEX 5

GRANT AGREEMENT TEMPLATE¹

[Include the project code, as applicable]

BIOCORREDOR AMAZÓNICO FUND

This Grant Agreement is entered into between the Biocorredor Amazónico Fund, with headquarters at *[Fund Address]*, and *[Name of the Project Executor]*, with headquarters at *[Organization's Address]*, hereinafter referred to as the "Executor."

Note 1: *This Agreement constitutes a draft of the agreements to be signed, which must be amended and further detailed in accordance with the selected project, as applicable.*

Note 2: *All terms used in this Grant Agreement can be found in section 19 of the Grant Award Procedures Manual, in order to facilitate understanding and the uniform application of the provisions contained herein, ensuring the consistent use of the technical and administrative language used by the BCA Fund.*

CLAUSE ONE: BACKGROUND

The Ecuadorian Amazon is one of the regions with the greatest biological and cultural diversity on the planet and is home to a wide range of ecosystems, endemic species, and eleven Indigenous peoples and nationalities that have safeguarded their territories for generations. However, it faces increasing pressures and threats from deforestation, climate change, the expansion of extractive activities, and the loss of ecological connectivity, among others.

The Fund may engage solely in charitable, educational, and scientific activities to: (i) provide and manage strategic resources for the protection of terrestrial and aquatic ecosystems; (ii) protect and restore biological diversity and ecosystem services; (iii) promote the sustainable management of forests and biodiversity; (iv) promote sustainable

¹This Grant Agreement template is subject to amendments, as appropriate for each project to be financed by the BCA Fund, and in accordance with applicable current legislation.

value chains; (v) strengthen the communes, communities, indigenous peoples, and nationalities that inhabit the Ecuadorian Amazon to support their sustainable development and natural environment; and (vi) in general, any other activities that may (x) align meeting Ecuador’s Conservation Commitments, and (y) support the Biocorredor Amazónico Management Model.

The BCA Fund was established under a debt-for-nature swap, with the objective of ensuring stable, long-term financing for conservation actions, ecological restoration, strengthening of Indigenous territorial rights, and sustainable development in the Ecuadorian Amazon.

The project submitted by the Executor has been evaluated in accordance with the relevant procedure set out in the *"BCA Fund Grant Awarding Procedural Manual,"* the results of which support the eligibility for and approval of this grant.

[Detailed information, including objectives, will be provided on the project to be funded]

The Executor is ready and willing to accept said financing granted by the BCA Fund for the aforementioned Project under the terms and conditions set forth in this Agreement.

The Executor declares full knowledge and acceptance of, and expressly reaffirms, the terms, clauses, annexes, and modalities of the Grant Agreement signed between the BCA Fund and the Executor.

Accordingly, the Parties agree as follows:

CLAUSE TWO: PURPOSE OF THE AGREEMENT

Based on the background presented, this Grant Agreement is entered into, under which the EXECUTOR assumes responsibility for the administrative, financial, and technical implementation of the project entitled [Project Name] (the “Project”), in order to contribute to ecosystem conservation, biodiversity restoration, and the promotion of sustainable development in the Ecuadorian Amazon.

The Project shall comply with the strategic objectives of the BCA Fund, as described in the Terms of Reference for the related Call for Proposals.²

²Find this information at the following link: <https://fondobiocorredoramazonico.org/documentos-FBCA/TERMINOS-DE-REFERENCIA-PRIMERA-CONVOCATORIA-CT-27ENERO-Declaraci%C3%B3nconfidencialidad.pdf>



Implementation of the aforementioned Project shall be carried out on the basis of the approved proposal, budget and implementation schedule, and other documents comprising the Project design, which forms an integral part of this Grant Agreement.

[Overall Objective of the Project]

[Project-specific objective]

CLAUSE THREE: POWERS OF THE EXECUTOR

The Executor represents and warrants that it has the authority to enter into, implement, and sign the Grant Agreement, as well as to comply with all obligations set forth therein. The Executor further represents and warrants that it has taken all measures necessary to authorize the execution and delivery of the Grant Agreement; in all cases, the Executor shall be solely responsible vis-à-vis the BCA Fund for the performance of its obligations.

CLAUSE FOUR: OBLIGATIONS OF THE EXECUTOR

The Executor undertakes to:

1. Carry out the activities described in the full proposal, within the specified timeframe and in accordance with the approved budget, attached to this Grant Agreement.
2. Submit the required Project reports to the Executive Management of the BCA Fund using the attached format. This includes a detailed report on the implementation of activities and progress toward achieving the Project outputs, in accordance with the submitted proposal.
3. Provide the Executive Management of the BCA Fund with the Project's annual financial statements (income statement and balance sheets based on audited accounts)³.
4. The funds provided under this Grant Agreement shall be used exclusively for purposes strictly related to achieving the results specified in the proposal and in the subsequent work plan or plans.
5. Comply with all the requirements of the Fund's Environmental and Social Management System (ESMS) and implement the Project's Environmental and Social Action Plan (ESAP).

³The applicable accounting standard is the International Financial Reporting Standard (IFRS).

6. Comply with the facilitated consultation process for those activities that require obtaining the consent of Indigenous communities, peoples, or nationalities, as established in the Project.
7. Ensure that the Project is implemented in a manner consistent with the Fund's Objective, as stipulated in the Bylaws.
8. Complete the activities set out in its full proposal. (Annex x)
9. Inform the Executive Management of the BCA Fund of any issues that may be encountered in achieving the agreed objectives.
10. Comply with all applicable national and local laws, regulations, and other legal requirements.
11. In cases where there is co-financing, the Executor undertakes to make the contributions or disbursements for which it is responsible as counterpart funding, in the manner set out in the Budget included in Annex X.
12. The Executor undertakes, as applicable, to ensure that the Project's technical oversight is operational and functioning throughout implementation.
13. Ensure compliance with the Environmental and Social Safeguards applicable to the Project, as well as with the environmental, social, and labor regulations in force and applicable to the Project.
14. The Executor undertakes to comply strictly and fully with the labor, social security, and occupational health and safety regulations in force in Ecuador, with respect to all personnel participating directly or indirectly in the implementation of the Project under this grant.
 - 14.1. This obligation includes, among other aspects, compliance with provisions relating to: employment contracts, timely payment of wages, social security benefits, affiliation and contributions to the IESS (as applicable), working hours, rest periods, leave, occupational health and safety, as well as any other obligation provided for under applicable labor legislation.
 - 14.2. The Executor shall be solely and exclusively responsible for compliance with these obligations, and no employer-employee relationship shall exist between the personnel hired to implement the Project and the BCA Fund.
 - 14.3. The Executor guarantees that the above-mentioned labor obligations will also be met by any subcontractors, suppliers, or third parties that, as applicable, participate in the implementation of the Project, and assumes full responsibility for any non-compliance, claim, sanction, or contingency of a labor or social security nature that may arise.

15. Comply with the Environmental and Social Safeguards⁴ applicable to the Project, as well as with the applicable environmental, social, and labor laws and regulations in force.
16. Report in a timely manner on any significant changes that may affect the Project, such as changes in scope, timelines, or technical, environmental, and social risks, among others. Such changes shall be communicated to the BCA Fund in advance for its review and approval, as applicable, and shall be accompanied by the corresponding technical justification report. Likewise, the Executor shall inform the BCA Fund of any institutional changes or legal provisions in the sector that may affect Project implementation.
17. Maintain the technical and administrative personnel required for the implementation of the Project throughout its duration, as well as up-to-date financial information.
18. Establish an accounting account for the Project's budgetary and financial management, and maintain budgetary and accounting records under a system of generally accepted accounting principles, charged to the respective Project outputs and activities.
19. The Executor shall comply with the measures agreed in the Environmental and Social Action Plan (ESAP) and all internal policies of the BCA Fund.
20. Maintain supporting documents, such as bylaws, appointments, and a single, up-to-date registry of authorized taxpayers.
21. Accept and comply with the provisions of the Grant Award Procedures Manual and its annexes.

CLAUSE FIVE: EXECUTOR RESPONSIBILITIES

[The responsibilities of the Executor will be described in accordance with the project submitted]

- The Executor shall be responsible for the proper use of the allocated funds and shall reimburse any amounts determined to be ineligible, misused, or unjustified.
- The Executor is liable for any damage or harm caused to the BCA Fund as a result of mismanagement, breach of contract, or inaccurate information provided.

⁴This information is available at the following link: https://fondobiocorredoramazonico.org/documentos-FBCA/Herramienta-SGAS_Fondo-BCA.xls



CLAUSE SIX: RESPONSIBILITIES OF THE BCA FUND

- Transfer the resources to the Executor as set out in the Project's approved budget, in accordance with the disbursement schedule set out in the proposal approved by the Board of Directors of the BCA Fund, subject to prior verification of the results achieved.
- Conduct the relevant monitoring and evaluation of the Project's technical and financial implementation.
- Ensure compliance with the provisions set forth in **Annex A** of this Grant Agreement.
- [In addition, *the responsibilities of the BCA Fund will be described in accordance with the submitted Project*]

CLAUSE SEVEN: TERM

This Grant Agreement shall have a duration of [xx] months and shall enter into force on [Start Date] and shall end on [End Date], with a time extension of xxx. Any further extension shall be agreed between the Parties and duly justified.

CLAUSE EIGHT: FUNDING

Under the terms and conditions and for the purposes set forth in this Grant Agreement, the BCA Fund shall provide the Executor with a grant in an amount not to exceed USD [grant value].

This amount is subject to the disbursement conditions, restrictions, and fulfillment of the milestones set out in the payment schedule.

The payments will be deposited into a bank account acceptable to the BCA Fund and used exclusively for the Executor's Project, the details of which are set out below:

Executor:

Account name:

Bank:

Branch:

Account number:



8.1 Disbursement Schedule

The funds will be disbursed in accordance with the following schedule, subject to achievement of the milestones set out in the work plan:

- First Disbursement: [Percentage of the total amount] upon signing the Grant Agreement.
- Second Disbursement: [Percentage of the total amount] upon submission and approval of the respective technical and financial reports.
- Third Disbursement (Final): [Percentage of the total amount] upon approval of the respective technical and financial reports.

[The following disbursements will be made only once at least 80% of the initially disbursed budget has been expended. Disbursements will be subject to the agreement reached between the Parties, in accordance with the schedule presented in the Project proposal]

[No disbursement shall be made unless the environmental and social assessment has been carried out in accordance with the Environmental and Social Management System (ESMS) and the required environmental and social instruments have received prior approval from the BCA Fund]

The approved budget and disbursement schedule shall be attached to this agreement as *Annex*.

The Executor must submit the request at least thirty (30) working days in advance and, in all cases, before the deadlines for disbursements established in the activity schedule expire.

CLAUSE NINE: USE OF FUNDS AND RESOURCES

The grant funds shall be used exclusively for the activities described in the Work Plan, which is attached as *Annex*.

9.1 Restrictions on the Use of Funds

The funds may not be used directly or indirectly for:

1. Non-Project-related profit-generating activities.
2. Political campaigns, lobbying, or political advocacy activities.
3. Indirect or administrative costs not specified in the approved budget.
4. Any activity not related to the Project objectives



5. Money laundering, or any other illegal or illicit activity.
6. BCA Fund Exclusion List contained in the ESMS (Tool 1)⁵
7. Individuals and/or legal entities associated with the activities described above.

9.2 Reporting Requirements and Submission Deadlines

The Executor shall submit the following reports to the BCA Fund:

- Semiannual Technical Reports: Describing progress in Project implementation, aligned with the indicators of the Monitoring Plan (*Annex*).
- Semiannual Financial Reports: Include a detailed description of expenditures incurred, compared with the approved budget. They must include supporting documentation.
- The semiannual reports shall be submitted no later than 30 calendar days after the end of each semester and shall cover the calendar semester.
- Final Report: Must include an evaluation of the results achieved, both technical and financial, within 30 calendar days after completion of the Project.
- If required, the Fund reserves the right to request information, a report, or additional documentation related to the implementation of the Project at any time, subject to prior notice to the Executor.

All reports must be submitted within the agreed time frames.

CLAUSE TEN: INTELLECTUAL PROPERTY

All non-sensitive data and results collected, obtained, or developed under this Agreement may be made publicly available only by *[this will depend on the Project proposal for its respective analysis, in compliance with the applicable legal framework]*. Any information collected by the Executor, as well as the creative work developed by them under this Agreement, including, without limitation, data, datasets, research, methodology, reports, and all written, graphic, audio, visual, and any other types of materials, contributions, and applicable work products, shall be the intellectual property of *[this will depend on the Project proposal for its respective analysis, in compliance with the applicable legal framework]*.

⁵Find this information at the following link: https://fondobiocorredoramazonico.org/documentos-FBCA/Herramienta-SGAS_Fondo-BCA.xls

The Executor undertakes to respect and safeguard the intellectual property rights over the traditional knowledge, know-how, ancestral practices, cultural expressions, and forms of territorial management of the comunas, communities, indigenous peoples, and nationalities, recognizing that these elements do not constitute subject matter that may be appropriated and, therefore, may not be subject to registration, patenting, utility model protection, copyright, trademark, trade secret, or any other form of intellectual property. Ownership of such knowledge shall at all times remain with the peoples and nationalities, and, when they so decide voluntarily, the filing of such knowledge with the competent authority may be promoted, without implying any transfer or limitation of rights.

All information provided by indigenous communities, peoples, and nationalities that is not in the public domain shall be treated as confidential. Its disclosure or use without authorization shall constitute a breach of contract and an infringement of collective rights.

The Executor shall include the BCA Fund logo in all Project communication materials, including publications, reports, events, and other outreach products. In addition, it shall communicate any relevant progress to the media or Project partners, explicitly acknowledging the financial support of the BCA Fund. Any public announcement related to the Project or the use of the BCA Fund logo shall be subject to the BCA Fund's prior approval.

CLAUSE ELEVEN: PERSONAL DATA PROTECTION

The Parties declare that they are aware of and accept the Ley Orgánica de Protección de Datos Personales (Organic Law on Personal Data Protection), as well as related secondary legislation and regulations. In this regard, they expressly state that, prior to and during the conclusion and implementation of this Agreement, all applicable provisions on personal data protection have been fully complied with, in accordance with their respective roles.

In that sense, the BCA Fund declares that it is the data controller for the personal data of data subjects involved in the Project called *[Project Name]* and entrusts such processing to the Executor for compliance with the provisions of the Grant Award Procedures Manual and its annexes,⁶ which thereby becomes the data processor. Accordingly, the data controller declares and guarantees that the processing activities to be carried out comply with personal data protection legislation and that the applicable legal bases will be

⁶Find this information at the following link: <https://fondobiocorredoramazonico.org/manual-subvenciones/>

identified and/or obtained, as appropriate. The data processor, for its part, acknowledges that its obligations are as follows:

1. Process the personal data of data subjects in accordance with the instructions of the data controller and, therefore, for the purposes set out in the Grant Award Procedures Manual and its annexes.
2. If data subjects exercise their rights, the data processor shall support the data controller and, where appropriate, jointly prepare a response;
3. Implement all appropriate and necessary security measures, whether organizational, technical, or of any other nature, to protect personal data against any risk, threat, or vulnerability, taking into account the nature of the personal data and the scope and context in which they are processed.
4. Notify the personal data controller within two (2) days of becoming aware of: (a) a request from a competent authority, except where confidentiality applies because it is a fiscal investigation; and (b) any breach, loss, or unauthorized access to the personal data provided by the personal data controller.
5. Allow and contribute to any audits or inspections that the responsible party deems necessary.
6. It shall not subcontract the processing of personal data without the prior written authorization of the data controller. In the event of subcontracting, the data processor undertakes to ensure that the subcontractor complies with the same data protection obligations it has vis-à-vis the data controller, by establishing an agreement governing such subcontracting. In the event of subcontracting, the third party shall assume the same obligations established for the data processor in this document and those provided for under the applicable personal data protection legislation; accordingly, the subcontractor/sub-processor shall comply with the data processing instructions issued by the data controller and the data processor.
7. Once this Agreement has been finalized, upon request of the data controller, the data processor shall destroy or return the personal data to the data controller and shall issue a certificate attesting to the handover and/or destruction, as well as the absence of copies, within a maximum period of three (3) business days from the request.
8. Any other measure set out in the personal data protection regulations.

In line with the above, if the data processor uses the personal data for a different purpose or carries out processing other than that authorized, it will be considered solely responsible for such processing and will assume full liability arising under personal data protection regulations as a result of the processing of the data.



The Parties acknowledge that, in accordance with the applicable personal data protection regulations, the data controller assumes responsibility vis-à-vis the data subject for any damage arising from the unlawful processing of personal data. However, where the breach of legal, contractual, or technical data protection obligations is attributable to the data processor, the latter shall assume liability for the losses and damages caused and shall hold the data controller harmless from any claim, penalty, fine, damage, or expense arising directly or indirectly from such breach. It is also expressly agreed that the data controller shall have the right of recourse against the data processor for any amounts it has had to bear vis-à-vis third parties (including data subjects, authorities, or courts) as a result of acts or omissions attributable to the data processor.

CLAUSE TWELVE: PROJECT OVERSIGHT

[Details will be provided on the conduct of on-site visits and the review of documents]

- The designated focal points for monitoring and oversight of this Agreement, which are responsible for managing the procedures necessary to ensure full compliance with this instrument, are:

[The focal points of the BCA Fund and the Executor will be specified]

- Project Evaluations
- Additional audits or evaluations

CLAUSE THIRTEEN: PROVISIONS ON THE SUSPENSION AND TERMINATION OF THE GRANT AGREEMENT

The BCA Fund reserves the right to temporarily suspend or terminate this Grant Agreement when the following circumstances apply:

- Non-compliance: If the Executor fails to comply with the terms of the agreement, including report submission deadlines, or if the funds are not used in accordance with the approved budget.
- Lack of Progress: If the Executor does not demonstrate substantial progress toward achieving the Project objectives in accordance with the agreed timeline.
- Financial Irregularities: If serious irregularities are identified in the Project's financial management.
- Conflicts of Interest: If an undisclosed conflict of interest is discovered that compromises implementation of the Project.
- Non-compliance with any clause of this Agreement.



- Failure to implement the facilitated consultation process with a consent agreement in projects for which, during the proposal development phase, it has been determined to be mandatory.
- Initiation of the procedure to address complaints related to the failure to apply the facilitated consultation process with a consent agreement, submitted by affected or potentially affected communities, peoples, or nationalities that have not been duly consulted.

In the event that the BCA Fund temporarily suspends this Agreement, it shall justify such suspension with a technical and financial report providing the corresponding supporting documentation.

In the event of termination, the Executor shall return any unused or misused funds and submit a final report within 30 days of notification of termination.

CLAUSE FOURTEEN: TERMINATION

14.1 Termination for Just Cause. In the event that the BCA Fund determines that (i) the Executor has not complied with any of the Terms and Conditions of Financing, or (ii) the Executor has engaged in illegal acts, including, without limitation, fraud, abuse, misappropriation and/or theft (hereinafter referred to as "Impropriety"), the BCA Fund may terminate the Grant, in whole or in part, by written notice to the Executor. Such notice shall enter into force upon receipt.

14.2 Termination due to force majeure or act of God. "Force majeure" or "act of God" shall mean any unforeseeable, irresistible event beyond the control of the Parties that prevents the performance of the Project's essential obligations, including, without limitation, wars, acts of terrorism, government regulations, political and economic events, national emergencies, natural disasters, strikes (except those by the employees of the Party concerned), civil disturbances, pandemics, or other emergencies that render it illegal or reasonably impossible for such Party to perform its obligations under this Agreement. In the event of force majeure or act of God, this Agreement may be suspended or terminated upon written notice to the other Party within a reasonable period and with due justification, without giving rise to any liability, penalty, or obligation to indemnify.

Expenses after termination for cause. Following termination for cause, the Grant Funds may be used only to pay expenses for which the Executor obtained the BCA Fund's prior written approval before incurring them. All other expenses incurred after the effective



date of termination and all expenses with respect to which an Ineligibility has occurred are not permitted.

CLAUSE FIFTEEN: CONFIDENTIALITY

- The Parties agree to define as confidential information any information relating to the research, development, products, methods, technology, and activities carried out under this Project, unless the BCA Fund determines otherwise.
- All information, documents, data, budgets, and any other confidential information related to the implementation of this Grant Agreement shall not be disclosed to third parties, directly or indirectly, without the prior written consent of the legal representative of the BCA Fund.
- Exceptions to the above include information that must be shared with individuals and governmental or non-governmental institutions that form part of the Board of Directors of the BCA Fund, as well as information that the BCA Fund must disclose in compliance with its institutional, contractual, or fiduciary obligations to its funding entities, including the U.S. International Development Finance Corporation (DFC) and other financial or development partners.
- In such cases, the BCA Fund shall be responsible for channeling such requests for information, without creating a direct contractual relationship between the Project Executor and those entities.

CLAUSE SIXTEEN: NOTIFICATIONS

Any notice, request, communication, or report that the Parties are required to send to each other in connection with any matter relating to the Agreement shall be made in writing by means of a document signed by the duly authorized Parties and shall be deemed to have been made as of the time the corresponding document is received by the addressee at the addresses set out below:

To the BCA Fund:

To the attention of:

Address:

Email:

Executor:



To the attention of:

Address:

Email address

Communications between the Parties may be executed through valid electronic means in accordance with the provisions of the Electronic Commerce, Electronic Signatures and Data Messages Act and related regulations in force in Ecuador. Such communications shall have the same validity and binding effect as the original printed, executed, and delivered document, and shall be deemed made from the moment the corresponding document is received by the addressee, as evidenced by the respective acknowledgment of receipt, at the previously indicated email addresses.

CLAUSE SEVENTEEN: COMPLIANCE, INTEGRITY AND PREVENTION OF IMPROPER PRACTICES

The purpose of this clause is to ensure that the relationship between the Biocorredor Amazónico Fund and the Executor is conducted in accordance with the highest standards of ethics, integrity, transparency, and regulatory compliance. Consequently, the Parties undertake to comply with the internal policies of the BCA Fund, the applicable legal framework of Ecuador, and the relevant international standards on anti-corruption, the prevention of money laundering, and good practices in the implementation of grants.

The Executor expressly declares that:

- It has not offered, does not offer, and will not offer payments, illegitimate incentives, undue advantages, benefits prohibited by law, or any other act intended to:
 - i) Influence decisions, actions, or omissions of officials, collaborators, or representatives of the Fondo Biocorredor Amazónico;
 - ii) Obtain, retain or facilitate an undue advantage; or,
 - iii) Induce any person to fail to comply with their legal or contractual obligations.



- It has not provided and will not provide courtesies, travel, gifts, entertainment, cash payments, or other economic benefits to officials, employees, associates, members of the Board of Directors, or authorities of the BCA Fund involved in the negotiation, approval, implementation, monitoring, or oversight of this Grant Agreement, during its term or thereafter.
- It does not and will not engage in money laundering activities, terrorist financing, or operations intended to conceal, transfer, or disguise the origin or destination of illicit resources, nor will it allow third parties under its control, supervision, or influence to do so.

The Executor acknowledges that any breach of the obligations set forth in this clause constitutes grounds for unilateral and immediate termination of the Agreement by the Biocorredor Amazónico Fund, without the need for any additional formality. The Executor expressly waives the right to bring any claims or judicial, administrative, or arbitral proceedings arising from such termination and is subject to the liabilities and sanctions set forth in Ecuadorian legislation on corrupt practices.

Likewise, it authorizes the Fondo Biocorredor Amazónico to submit to the competent authorities any information, documentation, or evidence related to the possible occurrence of irregular practices, when required by law or necessary to cooperate with oversight or supervisory bodies.

Finally, the Parties agree that before, during, and after the term of the Agreement, they will act with integrity, transparency, and due diligence, and commit to implementing reasonable controls to ensure that their employees, representatives, contractors, and any third party under their influence comply with these provisions and refrain from any form of bribery, corruption, or improper practice.

In the event that irregular acts related to this clause are identified or suspected, the Executor shall report them in a timely manner through the reporting channels made available by the Biocorredor Amazónico Fund, which shall be communicated in writing.

CLAUSE EIGHTEEN: JURISDICTION AND ARBITRATION

Any dispute, difference, or claim arising out of or relating to this Agreement or its implementation or termination, shall be resolved in accordance with the following procedure:



(i) First, the Parties shall endeavor to resolve the dispute through direct and amicable negotiations within thirty (30) days from the written notification of the dispute.

(ii) If no agreement is reached, the Parties shall submit the dispute to a mediation process. The Parties may refer the matter to the Mediation Center of the Procuraduría General del Estado (State Solicitor General) or the Consejo de la Judicatura (Judicature Council), located in the province of Pichincha.

(iii) If mediation is unsuccessful, the dispute shall be finally resolved through arbitration, administered by the Centro de Arbitraje de la Cámara de Comercio Ecuatoriano Americana de Quito (Arbitration Center of the Ecuadorian-American Chamber of Commerce of Quito), in accordance with its arbitration rules in force. The Parties shall be bound by any arbitral award rendered as a result of such arbitration as the final resolution of such dispute or claim.

The Parties expressly and irrevocably submit to the ordinary jurisdiction of the competent courts of the Metropolitan District of Quito, waiving any other venue or jurisdiction that may apply by reason of current or future domicile.

CLAUSE NINETEEN: GRANT AGREEMENT DOCUMENTS

The documents that form an integral part of this Agreement and that shall be interpreted jointly are as follows, without prejudice to any others that the Parties may subsequently agree to incorporate:

- This Agreement
- [Annexes – will be listed later]
- [Supporting documents of the Executor – to be listed below]

CLAUSE TWENTY: GENERAL PROVISIONS

- The BCA Fund assumes no responsibility with respect to life, health, accident, travel, or any other type of insurance coverage for any person that may be necessary or advisable for the purposes of this Agreement or for any personnel carrying out activities under this Agreement. Such responsibilities shall be borne by the Executor.
- The rights and obligations of the Executor are limited to the terms and conditions of this Agreement. Consequently, the Executor and the personnel providing services on its behalf shall not be entitled to any benefit, payment, compensation, or right, except as expressly provided for in this Agreement.



- The Executor shall be solely responsible for third-party claims arising from the Executor's acts or omissions in the course of implementing this Agreement and, in no event, shall the BCA Fund be liable for such third-party claims.

Signatures

This agreement is signed by the Parties on *[Date de Firma]*.

Biocorredor Amazónico Fund	<i>[Name of the Project Executor]</i>
<i>[Name of the Fund Representative]</i>	<i>[Name of the Representative]</i>
Position: <i>[Position of the Fund Signatory]</i>	Position: <i>[Position of the Signatory]</i>
Signature:	Signature:

ANNEX A.- AGREEMENTS

The BCA Fund undertakes to verify that the Project Executor complies with the following:

- a) The Project Executing Entity and each of its subcontractors shall:
 - a. Ensure they provide a safe and healthy working environment for their employees, in compliance with applicable laws and regulations related to safe and healthy working environments;
 - b. Not take any measure that prevents workers from legitimately exercising their freedom of association and their right to organize and bargain collectively, nor to take any measure, or interfere, coerce, or penalize, on the basis of freedom of association or on the basis of organizing and collective bargaining activities or membership, that may give rise to any form of retaliation, including, among others, dismissal, suspension, demotion, blacklisting, or transfer of any worker by the company or any of its directors, agents, or representatives;
 - c. Comply with all applicable laws relating to the minimum age for the employment of children and acceptable working conditions with respect to working hours, occupational health and safety, the minimum wage, and the payment to workers of all wages, including all bonus payments and overtime



- premiums required by law, in full, in legal tender, and in a timely manner, unless workers have agreed otherwise;
- d. Not use forced or compulsory labor, including any form of slavery, servitude, or the worst forms of child labor.
- e. Not employ persons, formally or informally, (A) under eighteen (18) years of age for any work involving economic exploitation, that may be hazardous or interfere with the person's education, or that may be harmful to the person's health or development, (B) under fifteen (15) years of age for general work, or (C) in a manner that constitutes the worst forms of child labor;
- f. Not make employment decisions or discriminate with respect to any aspect of the employment relationship on the basis of personal characteristics unrelated to the inherent requirements of the position, such as gender, race, religion, nationality, political opinion, or social or ethnic origin.
- g. Explain, document, and provide in writing (and verbally, when appropriate) to each worker the information relating to all working conditions and terms of employment, including the worker's right to wages, any benefits, and the Worker Rights Requirements, no later than the later of (A) thirty (30) days after the date of this document or (B) the date each worker begins work.

Whenever any applicable law or collective agreement imposes a requirement that provides greater protection for workers' rights than any of the requirements set forth in this subsection (c), the Project Executor and the Project Coordinator, as applicable, shall include in each of their Project contracts and in the contracts of their respective project contractors a requirement that each Project contractor and each Project subcontractor comply with such applicable law or collective agreement.

The Project Executor, the Project Coordinator, the Project contractors, and the Project subcontractors shall not be liable for non-compliance with this subsection (c) resulting from actions by a governmental authority, except where such Project contractor or Project subcontractor is itself a governmental authority.

- b) The Project Executor shall implement and comply at all times with the Environmental and Social Action Plans (ESAP)
- c) In relation to the Project, the Project Executor and each of its Project Subcontractors shall carry out the Project in accordance with its activities and operations, and shall maintain its assets, equipment, properties, leases, and other facilities in accordance with (i) the Environmental and Social Requirements, (ii) the Applicable Standards, and (iii) all Applicable Laws relating to the environment, occupational health and safety, and social performance.
- d) The Project Executor and each of its Project Subcontractors shall maintain all necessary permits, licenses, or authorizations in relation to: (i) air emissions; (ii) discharges to surface water or groundwater; (iii) noise emissions; (iv) disposal of solid or liquid waste; (v) the use, generation, storage, transport, or disposal of toxic or hazardous substances or waste;

and (vi) other matters related to the environment, health and safety, and social performance.

e) In the event that security measures are used (including, but not limited to, protected area rangers) to support the Project, the Project Implementer and each of its Project Subcontractors shall assess the risks posed by Project-related security measures to individuals within and outside the Project, ensuring that security personnel are trained in the use of force, consistent with Performance Standard 4: Community Health, Safety and Security ("PS 4")⁷ and the Voluntary Principles on Security and Human Rights.

f) The Project Executor shall immediately notify the BCA Fund, and in no case later than twenty-four (24) hours after becoming aware, through the exercise of reasonable due diligence, of any significant environmental and social event. Such notification shall specify the nature of the incident, accident, or circumstance and any resulting effects or effects that may result therefrom and, if such information is available, the measures that the Project is taking or plans to take to address them and prevent any similar event in the future.

Annexes: *(as applicable)*

Annex X- Supporting documentation

Annex X - Approved Budget

Annex X - Work Plan

Activity	Start Date	Completion Date	Focal point	Success indicator
Description of activity 1	[Date]	[Date]	[Name]	Indicator for measuring the success of the activity
Description of Activity 2	[Date]	[Date]	[Name]	Indicator for measuring the success of the activity
Description of Activity 3	[Date]	[Date]	[Name]	Indicator for measuring the success of the activity
Description of Activity 4	[Date]	[Date]	[Name]	Indicator to measure the activity's success

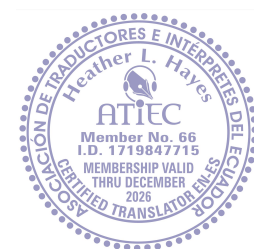
⁷PS4 refers to International Finance Corporation (IFC) Performance Standard 4. Find this information at the following link: <https://www.ifc.org/content/dam/ifc/doc/2010/2012-ifc-performance-standard-4-en.pdf> [1] Find this information at the following link: <https://www.state.gov/the-voluntary-principles-on-security-and-human-rights/>; official website: <https://www.voluntaryprinciples.org/>



Description of Activity 5	[Date]	[Date]	[Name]	Indicator for measuring the success of the activity
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Annex X - Monitoring Plan

Indicator	Expected Goal	Measurement Method	Data source	Collection Frequency
Indicator Name 1	Quantitative or qualitative target	Method to be used for measurement	Where the information will be obtained	Weekly/Monthly/Quarterly
Indicator 2 Name	Quantitative or qualitative target	Method to be used to measure	Where the information will be obtained	Weekly/Monthly/Quarterly
Indicator 3 Name	Quantitative or qualitative target	Method to be used for measurement	Where the information will be obtained	Weekly/Monthly/Quarterly
Name of Indicator 4	Quantitative or qualitative target	Method to be used for measurement	Where the information will be obtained	Weekly/Monthly/Quarterly
Indicator Name 5	Quantitative or qualitative target	Method to be used to measure	Where the information will be obtained	Weekly/Monthly/Quarterly



I, Heather Hayes, with national ID number 1719847715, hereby certify that the attached is a complete and accurate English translation of the original Spanish language version of the attached document: *Anexo 5, Formato del Acuerdo de Subvención*, and that I am competent in both the English and Spanish languages to render such translation.

Signature of Translator

Translator:

Heather Lynn Hayes

Av. 12 de Octubre N24-562 y Cordero, Edificio World Trade Center, Torre A, Piso 15,

Of. 1501, Quito, Ecuador

heather@hayesmultilingual.com

Address

March 31, 2026

Date

**The translator is a U.S. citizen, certified translator, and member No. 66 of ATIEC (The Ecuadorian Association of Translators and Interpreters), as well as an accredited court translator for Ecuador with accreditation number 18-00207-00006*

