

AMENDMENT NO. 5

to the

ADMINISTRATIVE AGREEMENT REGARDING THE CONTRIBUTION TO THE INTER-AMERICAN DEVELOPMENT BANK FOR THE FUND TITLED “U.K. BLUE CARBON FUND”

WHEREAS, the Department for Environment, Food and Rural Affairs of the Government of the United Kingdom of Great Britain and Northern Ireland (the “Donor”) and the Inter-American Development Bank (the “IDB”, and together with the Donor, the “Parties”) entered into an administrative agreement regarding the Establishment of the UK Blue Carbon Fund (the “Fund”) dated March 21, 2019, as amended (the “Agreement”);

WHEREAS, Subsection 9.3 (*Effectiveness and Termination*) of the Agreement provides that *upon termination, the IDB shall return to the Donor, within 60 (sixty) days, any remaining uncommitted balance of the Contribution, unless otherwise agreed to by the Parties in writing; and*

WHEREAS, the Parties wish to extend the term designated in Subsection 9.3 of the Agreement to return any remaining committed balance of the Contribution, clarify the term within which the Bank shall produce the reports needed upon the termination of the Fund, among other amendments.

NOW, THEREFORE, the Parties agree as follows:

1. The second paragraph of Subsection 6.1 of the Agreement is hereby deleted and shall be replaced by the following:

6.1 The Donor Annual Review will grade, on a scale of A++ to C, the Fund's activities in its first year and subsequently activities since the previous Donor Annual Review. The Donor Annual Review will take place once a year beginning in September 2019 until the Effectiveness Period. Should the Effectiveness Period be exceeded, Donor Annual Reviews may continue if mutually agreed by both Parties.

2. Subsection 6.4 of the Agreement is hereby deleted and shall be replaced by the following:

6.4 No later than June 30 of each year, the IDB will send to the Donor the audited combined financial statements for the previous calendar year of the trust funds under the IDB's administration, including the Fund, which have an external audit requirement. Such audited financial statements will be prepared in accordance with IDB's policies and accounting standards for trust fund financial reporting, as updated from time to time.

3. Subsection 7.6 and all its sub-paragraphs are hereby deleted and shall be replaced by the following:

7.6 The Bank's Code of Ethics and Professional Conduct sets forth ethical standards that apply to the Bank's employees, including consultants. The Code includes explicit prohibitions of all forms of harassment; sexual harassment; discrimination; disrespectful behavior; abuse of authority; workplace violence; domestic abuse; and retaliation. The Office of Ethics investigates allegations of misconduct under the Code, including prohibited practices and other forms of workplace fraud, corruption, or theft. In accordance with the above-mentioned prohibitions, the Code establishes the Bank's commitment to respect individual human rights and no toleration for the use of forced labor or human trafficking practices.

7.7 The Bank will follow its applicable policies and procedures that allow the Bank to apply a comprehensive set of environmental and social safeguards, including measures to prevent, mitigate and address gender-based violence in Bank projects, including the "Environmental and Social Policy Framework" or "EPSF", if applicable. The Bank shall inform the Donor on any safeguard-related decision or event likely to have a material adverse effect on the structure, implementation or operation of any Eligible Operation, the nature of this decision or event and the steps taken, where applicable, to remedy the situation or suspend the project by sending an email to ODA.safeguarding@defra.gov.uk.

4. Section 9 of the Agreement is hereby deleted and shall be replaced by the following:

9.1 The Fund will become effective on the date of the last signature of this Agreement and it will remain effective until: (i) the IDB or the Donor terminate its respective participation in the Fund as indicated in a written notice of termination submitted to the other Party at least 3 (three) months before the termination date stipulated in the written notice; or (ii) the Fund Resources are exhausted, and no additional Contributions have been pledged in a period of 2 (two) years from the time resources have been exhausted. In such case, the IDB will send a notice of termination to Defra setting the termination date of the Fund (the "Termination Date") and informing Defra of any actions to be taken to ensure that all activities related to the Fund are closed in an orderly manner.

9.2 Fund Resources should be committed until March 3, 2026 (the "Effectiveness Period"). During the Effectiveness Period, the Fund Resources may be used to finance Eligible Operations. An eventual termination of the Fund will not affect commitments already entered by the IDB with third-- parties in accordance with this Agreement, and the IDB may continue to draw Contribution funds in order to honor such third-party commitments.

9.3 Upon termination, the IDB shall return to the Donor any remaining uncommitted balance of the Contribution within 90 (ninety) days of the Termination Date, unless otherwise agreed to by the Parties in writing.

5. Include the following paragraph as Subsection 9.04:

The IDB will send the final IDB Annual Report referred to in Section 6.1 and the Final Evaluation referred to in Section 6.3 within 90 (ninety) days of the Termination Date. With the delivery of the final IDB Annual Report and the Final Evaluation, the Bank will have fulfilled all its reporting obligations under the Agreement. For the avoidance of doubt, the Bank will not send a final audited financial statement upon the Fund's termination in addition to the audited combined financial statements referred to in Section 6.4.

6. This Amendment No. 5 will enter into effect upon signature by the Parties and will constitute an amendment to and form an integral part of the Agreement.
7. For the avoidance of doubt, all terms and provisions of the Agreement not expressly modified in this Amendment No. 5 shall remain in full force and effect.
8. Capitalized terms used but not defined in this Amendment No. 5 shall have the meanings ascribed to them in the Agreement.

IN WITNESS WHEREOF, the Parties hereto, each acting through its duly authorized representative, have signed this Amendment No. 5 in the English language on the dates indicated below.

**DEPARTMENT FOR
ENVIRONMENT, FOOD AND RURAL
AFFAIRS**

**INTER-AMERICAN
DEVELOPMENT BANK**

Head of Blue Finance and International
Marine Programmes

Date: 13/05/2025

Manager, Global Partnerships Office

Date: 22/5/2025