

Miriam
Blanca

" 2014, Año de Octavio Paz"

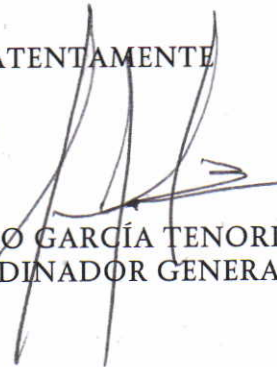
Coordinación General de Producción y Productividad
Oficio N° CGPP-1246/14
Zapopan, Jal., a 18 de diciembre de 2014

MTRO. DANTHE PÉREZ HUERTA
TITULAR DE LA UNIDAD DE ASUNTOS JURÍDICOS
PRESENTE

En seguimiento al oficio UAJ-1724/2014 de 14 de octubre de 2014, me permito enviarle para su guarda y custodia en los archivos de esa Unidad a su digno cargo, un tanto original del Adendum No.2 ("Amendment No.2", versión en idioma inglés) al Acuerdo de financiamiento No. CMX 1013 02 signado entre la Comisión Nacional Forestal y la Agencia Francesa de Desarrollo en vigor desde 2011, para llevar a cabo el Proyecto denominado "**Implementación de acciones tempranas REDD+ en cuencas prioritarias de México, a través de la construcción de Organismos de Gobernanza a nivel local**". Ambas versiones, debidamente firmadas por todas las partes que intervinieron en la celebración de dicho instrumento.

Sin otro particular, aprovecho la ocasión para enviarle un cordial saludo.

ATENTAMENTE



ARTURO GARCÍA TENORIO
COORDINADOR GENERAL

18 Nov 14
5:45



RECIBIDO
Unidad de
Asuntos Jurídicos



18 DIC. 2014

Hora: 13:22

Recibió: Miriam
Original: Anexo Cuatro
Copia simple: _____
Copia certificada: _____

C.c.p. Francisco Javier Nuñez Castañeda. Director de Normatividad y Consulta. Presente.
Jaime Severino Romo. Área de Proyectos y Mercados Forestales de Carbono. CONAFOR. Presente.
Sofía Magdalena García Sánchez. Coordinadora General del Proyecto de "Implementación de Acciones Temprana REDD+". Presente.

AGT/relrc*

**AMENDMENT N° 2
TO THE AFD AGREEMENT No. CMX 1013 02**

BETWEEN:

COMISION NACIONAL FORESTAL (hereafter "CONAFOR"), represented by Jorge RESCALA PEREZ, in his capacity as General Director of CONAFOR, duly authorized for the purposes hereof,

(hereinafter, the "**Recipient**");

OF THE ONE PART

AND

AGENCE FRANCAISE DE DEVELOPPEMENT, a French public entity, whose registered office is at 5, Rue Roland Barthes, 75598 PARIS Cedex 12 – France, registered with the Trade and Companies Register of Paris under number 775 665 599 represented by Jean-Marc LIGER, in his capacity as Office Director of the Agence Française de Développement in Mexico, duly authorized for the purpose hereof,

(hereinafter "**AFD**");

OF THE SECOND PART

(hereinafter jointly referred to as the "**Parties**" and individually as a "**Party**")

WHEREAS

1. By the Financing Agreement No. CMX 1013 02, signed on June 8th, 2011 and its Amendment N°1 signed on August 12th, 2014 (hereinafter the "**Agreement**"), AFD has made available to the Recipient a Grant, which comes from a delegation of funds from the European Commission to AFD through the Latin American Investment Facility (hereafter "LAIF"), of a maximum total amount of two millions euros (EUR 2,000,000), for the purpose of financing the implementation of early REDD+ actions through the consolidation of local governance schemes (The "**Project**").
2. The main purpose of the present Amendment N°2 (hereinafter the "**Amendment**") is to postpone (i) the Deadline for the Utilization of Funds, (ii) the Deadline for Drawdown, (iii) the Technical Completion Date and (iv) to modify the Financing Plan (Schedule 3) of the Agreement.



ON THE BASIS OF THE FOREGOING, IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

1. DEFINITIONS

Any capitalized terms used in capital in the present Amendment shall have the meaning given to them in the present Amendment or, in the absence of definition in this Amendment, in the Agreement.

2. MODIFICATION OF CLAUSE 3.2.3. D): DEADLINE FOR THE UTILIZATION OF FUNDS

The Clause 3.2.3.d) "Deadline for the utilization of funds" of the Agreement is replaced by the following:

"The Recipient or the Implementing Agency undertakes that all funds disbursed in the form of advances shall be fully used at the latest on **December 31, 2015.**"

3. MODIFICATION OF CLAUSE 3.3 : DEADLINE FOR DRAWDOWN

The Clause 3.3 "Deadline for Drawdown" of the Agreement is replaced by the following:

"The deadline for drawdown of funds shall be **September 30, 2015.** No more funds shall be made available after said deadline.

The last drawdown request must be received by AFD no later than fifteen (15) calendar days prior to such deadline. Drawdown requests made within the month preceding the deadline for drawdown shall be sent to AFD by recorded delivery with acknowledgment of receipt.

Any portion of the Grant not drawn on the deadline shall be automatically cancelled."

4. MODIFICATION OF THE TECHNICAL COMPLETION DATE

The definition of the "Technical Completion Date" in Schedule 1.A of the Agreement is replaced by the following:

"**Technical Completion Date** means the contemplated date for the technical completion of the Project, i.e. **December 31, 2015.**"

5. MODIFICATION OF SCHEDULE 3: FINANCING PLAN

Schedule 3 "Financing Plan" of the Agreement is hereby replaced by Schedule 3 of this Amendment.



6. REMAINDER OF THE AGREEMENT

Every other clauses of the Agreement remain unchanged as long as they are not in contradiction to the present Amendment.

7. EFFECTIVENESS AND TERM

The present Amendment shall come into force at the date of signature by both parties and will remain in full force and effect during the life of the Agreement.

8. STAMP AND REGISTRATION DUTIES

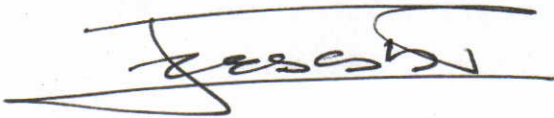
All stamp and registration duties applicable to the present Amendment shall be payable by the Recipient if such formalities are required by the parties or by either of them.

Made in three (3) original copies,
Two (2) of which are for the AFD

in Mexico,
on December 01, 2014

THE RECIPIENT (1)

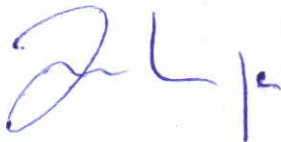
Represented by Mr. Jorge Rescala Pérez, General Director of CONAFOR



AFD (1)

Represented by Mr. Jean-Marc Liger, Director of AFD's Agency in Mexico

read and approved



(1) Signature preceded by the hand-written endorsement « read and approved ».

SCHEDULE 3
FINANCING PLAN

BUDGET CATEGORY	BUDGET PERCENTAGE	COST IN EUROS
Fees for professional services	31,75 %	635 000
General and regional coordination	10,50 %	210 000
Field technical assistance	27,5 %	550 000
Training, program and studies	20 %	400 000
Innovation projects: design and execution	6,5 %	130 000
Incidental expenses	3,75 %	75 000
TOTAL	100 %	2 000 000

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