



Ministry of Foreign Affairs

World Economic Forum USA Inc.

Attn. (10)(2e) Food Security and Agriculture Initiatives
3 East 54th Street, 18th Floor
New York, NY 10022, USA

**Inclusive Green Growth
Department**
PO Box 20061
2500 EB The Hague
The Netherlands
<http://www.government.nl>

Contact

(10)(2e)

(10)(2e)

Our reference
IGG-2016.178991

Date 6 April 2016

Re Awarding a activities grant for WEF, activity no. 28714

Dear (10)(2e)

I hereby enclose the decision awarding a grant for the aforementioned activity.

The Minister for Foreign Trade and Development Cooperation,
For the Minister,

(10)(2e)

(10)(2e)

(10)(2e) Cluster Food & Nutrition Security



DECISION of 6 April 2016

Reference IGG-2016.179007

The Minister for Foreign Trade and Development Cooperation ('the Minister'),

WHEREAS

The World Economic Forum USA ('the grant recipient'), established and having offices at 3 East 54th Street, 18th Floor New York USA, submitted an application for a grant for "NVA Transformation Leaders' Network (NVA)" by mail dated 12 July 2015,

HAVING REGARD TO

section 2 of the Foreign Affairs (Grants) Framework Act, the Ministry of Foreign Affairs Grants Decree, and article 5.1 of the 2006 Ministry of Foreign Affairs Grant Regulations,

HAS DECIDED

to award the grant recipient a grant for "NVA Transformation Leaders' Network (NVA)", as described in the above mentioned mail dated 12 July 2015,

The grant will not exceed USD 1,500,000.-

The grant award is conditional upon sufficient funds being made available in the budget by the government and parliament.

The grant period will run from 1 September 2015 to 31 August 2017.

The grant has been allocated activity no. 28714 in the Minister's records.

1. The activities being subsidised will be implemented under the responsibility of the grant recipient in the manner described in above-mentioned application, consisting of an activity plan, a budget and a liquidity forecast.

2. The grant recipient must immediately submit a written notification if circumstances arise that make it likely that the activities for which the grant was awarded will not be performed in full, at all, or on time, or it will not be able to meet the obligations attached to the grant. This notification

requirement also applies to the allocation of the resources made available as an advance as referred to in article 4.

2.1. Upon discovering irregularities or suspected irregularities in the implementation of the subsidised activities (such as fraud, a breach of contract award procedures or any other kind of irregularity), the grant recipient must notify the Minister in writing immediately, stating the financial amount involved and the measures it has taken. Furthermore, in its annual financial progress report and final financial report the grant recipient must include an overview of all notifications as referred to above, the financial amounts involved and measures taken.

3. The grant recipient will provide the Minister with the following information by the stipulated deadlines:

3.1 The grant recipient complies with the International Aid Transparency Initiative (IATI) standards and reports on the narrative results of the financed activities/programmes according to the instructions as presented in the 'IATI Publication Guidelines for reporting to the Ministry of Foreign Affairs', hereafter referred to as 'Guidelines', published on the website www.government.nl.

Hereby, the obligation to submit regular narrative reports in hard copy or by email has been dropped. The grant recipient will continue to submit the financial reports in hard copy or by email.

3.2 The grant recipient must supply a number of plans and reports for the duration of the programme.

The following table indicates the type of plans and reports that must be supplied and for what period.

Report type	Period	Submission by
Annual plan and annual budget	[1/9/2016-31/8/2017]	[1/7/2016]
Annual narrative progress report, consisting of:		
Periodical updates on the progress according to the IATI standards as described in the Guidelines.	[1/9/2015-31/8/2017]	<i>At least quarterly, at the latest one month after the termination of the quarter, to be published in IATI</i>
An annual analytical progress overview, according to the IATI	[1/9/2015-31/8/2016] [1/9/2016-31/8/2017]	[30/11/2016] [30/11/2017]

standards as described in the Guidelines, to be published in IATI under 'related documents/document link'.		
Annual financial progress report	[1/9/2015-31/8/2016] [1/9/2016-31/8/2017]	[30/11/2016] [30/11/2017]
Combined final narrative and financial report consisting of: Narrative final report on the entire period, according to the IATI standard, as described in the Guidelines, to be published in ' related documents/document link'. Financial final report on the entire period that contains an accumulated financial overview in which the budget is compared to the total expenditure.	[1/9/2015-31/8/2017]	[28/2/2018]

3.3 Annual plan and annual budget

3.3.1 Initial budget

For the first period from 1 September 2015 to 31 August 2016, the plan, budget and liquidity forecast submitted with the application referred to in article 1 will form the basis for the activities to be implemented by the grant recipient.

3.3.2 Annual plan and annual budget

The annual plan must contain an overview of the activities, including the human and material resources required, and the intended results.

The annual budget must contain an overview of the grant recipient's estimated revenue (e.g. the grant, the grant recipient's own contribution, funds provided by third parties and interest accrued)

and expenditure, where relevant to the subsidised activities. As a rule, the budget should balance. An explanation only has to be provided for budget items that differ from the original budget.

3.4 Progress report

According to the Guidelines, the grant recipient publishes quarterly a narrative update of the activities. In addition, the grant recipient will publish annually a short document in 'related document' (see Guidelines) that provides an analytical overview of the progress according to the IATI standards. This overview provides an explanation of any discrepancies to the intended results. Together, the quarterly updates and the annual analytic overview form the narrative progress report. The data provided via the IATI format have the same status as data provided via signed hard-copy reports or electronical reports (sent from an official email address). The grant recipient guarantees that the provided data are accurate, correct and up-to-date. The data will be used to assess the progress of the programme. Hereby, submission of regular narrative reports in hard copy or by email is no longer mandatory. In case of unexpected problems and/or delays in (the implementation of) IATI reporting according to the Guidelines, the grant recipient must immediately notify the Minister in writing.

The annual financial report must include an overview of all the grant recipient's estimated and actual revenue and expenditure, where relevant to the activities being subsidised, and an overview of prepayments made by the Minister. The financial report must use the same currency as that in which the funds were supplied. An explanation only has to be provided for budget items that differ substantially from the budgeted income and expenditure.

3.5 Request for determination of grant

Within six months of the end of the grant period, the grant recipient should ask for the definitive amount of the grant to be determined on the basis of the following reports:

- A final narrative report. This final report (to be uploaded in the related documents, see the IATI Guidelines) contains an overview of the activities carried out and the intended results set out in the activity plan, together with an explanation of any discrepancies. It must link up with the final financial report so that it can be seen whether human and material resources have been used efficiently.
- A final financial report. This final report should contain the information needed to determine the definitive amount of the grant. The report must contain an overview of all estimated and actual revenue (including the grant, the grant recipient's own contribution, funds provided by third parties and interest accrued) and expenditure, where relevant to the subsidised activities, and an overview of the prepayments provided by the Minister. The financial statement must be laid out in the same way as the budget. An explanation must be provided for all budget items that differ from the budgeted revenue and expenditure.

4. The funds will be transferred in advance in instalments not exceeding 95% of the total grant. Payment will be made to the following account:

Beneficiary Name: World Economic Forum, USA Inc.

Bank Name: Citibank

Swift Code: CITIUS33

ABA Number: (10)(2g)

Account Number: (10)(2g)

The first instalment of USD 750,000,- will be paid within six weeks of this decision being sent.

Subsequent instalments will be paid as follows:

- August 2016: USD 675,000.-

In case of circumstances that (could) influence the level of the granted amount and therefore the amount and/or timing of instalments, such as a delay in the implementation of activities, the notification requirement in article 2 is applicable. This applies to an underspending of 25% or more compared to the payment schedule listed above.

After a notification, the Minister will amend the decision by adjusting the timing and/or the amount of the advance.

5. After receipt of the request referred to in article 3.5, the Minister will determine the definitive amount of the grant within 13 weeks. On this basis, accounts will be settled with the grant recipient. A last instalment of max. USD 75,000.- will be paid once the definitive amount of the grant has been determined. Funds made available by the Minister which remain unspent after determination of the definitive amount must be repaid immediately and unconditionally to the Minister.

6. Any agreements with third parties regarding the implementation of the subsidised activities must be laid down in writing. The policy adopted by the grant recipient's organisation regarding prefinancing of implementing organisations will be applied.

7. Any interest accrued on the funds made available by the Minister must be used to finance the activities to be carried out pursuant to this decision and must be included in the financial statement. No funds or interest on funds may be used for capital formation or an equalisation reserve.

8. For the purpose of food security and sustainable agricultural development, the Minister may use, free of charge, all documents and other products produced in connection with the present grant to which the grant recipient may have intellectual property rights. Where appropriate, the grant recipient must issue the necessary licences to the State of the Netherlands free of charge and must incorporate a clause to this end in any legal arrangements with third parties.

9. If the Minister is of the opinion that the specific way in which the activity plan is implemented or changes in circumstances have led to a situation in which the financing of an activity is incompatible with the Dutch government's foreign policy, the Minister will propose consultations with the grant recipient. On the basis of such consultations, the Minister may give further written instructions regarding the implementation of the activity plan.

10.1 In implementing the activity plan the grant recipient must take account of the fact that the Dutch government may be held responsible under international law for its implementation.

10.2 With this in mind, the grant recipient must refrain from supporting activities whose aim is to undermine the political autonomy of a state or to bring down a lawful government by unlawful means. Whether these activities are lawful or unlawful will be determined not only by the views of the government of the country in question, but also in accordance with standards applicable internationally or under international law.

11. The Minister may investigate or instruct others to investigate the activities carried out pursuant to this decision, including the grant recipient's reports and financial accounts and compliance with the obligations attached to the grant. The grant recipient must render every assistance to the official or officials appointed by the Minister to carry out such an investigation and allow them access to the documents relating to the grant. The costs of any such investigation will be borne by the Minister.

12. The Minister may withdraw or amend the decision awarding the grant or determining the definitive amount of the grant, reduce the grant, suspend the transfer of instalments or demand repayment of all or part of the funds already transferred if the grant recipient fails to fulfil its obligations under this decision or fails to fulfil them on time, fails to follow the instructions given by the Minister as referred to in article 10 of this decision, uses the funds for a purpose other than that for which the Minister made them available or if a third party has provided cofinancing without the Minister's knowledge, the consequences of which for the budget have not been approved.

13. The grant recipient must not offer to third parties or seek or accept from or be promised by third parties, for himself or for any other party, any gift, remuneration, compensation or benefit of any kind whatsoever, if this could be interpreted as an illegal or corrupt practice. Such practices may provide grounds for the withdrawal of this decision or part thereof.

14. The Minister will withdraw or amend the decision awarding the grant or determining the definitive amount only after consultation with the grant recipient. Accounts will then be settled on the basis of the costs properly incurred and taking into account any financial commitments for the future that have reasonably been entered into pursuant to the decision. A reduction in the amount determined will also take place only after consultation with the grant recipient.

15. For the purposes of this decision the following persons are responsible for liaison:
on behalf of the Minister on behalf of the grant recipient:
Cluster Food & Nutrition Security
(10)(2e) (10)(2e)

Unless this decision expressly stipulates otherwise, all correspondence relating to this decision should be in Dutch and addressed to the above persons.

The Minister for Foreign Trade and Development Cooperation,
For the Minister,

(10)(2e)

(10)(2e)

(10)(2e) Cluster Food & Nutrition Security.

Within six weeks of the date of the decision, a written objection may be lodged with the Minister for Foreign Trade and Development Cooperation, Inclusive Green Growth Department, P.O. Box 20061, 2500 EB The Hague. Under section 6:5 of the General Administrative Law Act, the notice of objection must be signed and dated and include the name and address of the person submitting it, a description of the decision against which the objection is being lodged and the grounds on which it is based. Where possible a copy of the contested decision should be enclosed.



Ministry of Foreign Affairs

World Economic Forum USA Inc.

Attn: (10)(2e)

Head of Food Security and Agriculture Initiatives
3 East 54th Street, 18th Floor
New York, NY 10022, USA

**Inclusive Green Growth
Department**
Food & Nutrition Security Team

Rijnstraat 8
2515 XP Den Haag
Postbus 20061
2500 EB Den Haag
Nederland
www.rijksoverheid.nl

Contact

(10)(2e)

T +3170348 (10)(2e)

(10)(2e) @minbuza.nl

Date 6 June 2018

Re Grand Decision "NVA Transformation Leaders' Network (NVA)";
Activity number 28714

Our reference

MINBUZA-2018.658479

Cc

Encl.

Final Decision

Dear (10)(2e)

Thank you for sending me the final narrative and financial reports concerning the project "NVA Transformation Leaders' Network (NVA)", activity number 28714, which I received on 6 April 2018 by email.

I am pleased to inform you that the reports have been approved.

Enclosed you will find the final decision of the grant in which the total amount of the project is determined at USD 1,494,233.--

The last instalment of USD 69,233.-- will be transferred to the following bank account:

Beneficiary Name: World Economic Forum, USA Inc.

Bank Name: Citibank

Swift Code: CITIUS33

ABA Number: (10)(2g)

Account Number: (10)(2g)

Yours sincerely,

The Minister for Foreign Trade and Development Cooperation
For the Minister,

(10)(2e)

(10)(2e) Food & Nutrition Security Team

FINAL DECISION of 14 May 2018
Ref. no. MINBUZA-2018.

**Inclusive Green Growth
Department**
Food & Nutrition Security Team

The Minister for Foreign Trade and Development Cooperation

CONSIDERING

that by decision of 6 April 2016, ref. no. IGG-2016.178991, I awarded your organisation a grant not exceeding USD 1,500,000.-- for the purpose of "NVA Transformation Leaders' Network (NVA)".

Date

6 June 2018

Our reference

MINBUZA-2018.658479

that on 6 April 2018 the grant recipient submitted a request for the determination of the definitive amount of the grant for the above-mentioned activity,

HAVING REGARD TO

article 3.5 and article 5 of the above decision of 6 April 2016,

HAS DECIDED

that the definitive amount of the grant for the period from 1 September 2015 until 31 January 2018 shall be USD 1,494,233.--

The definitive amount of the grant was calculated in the following manner

Prepayments	USD 1,425,000.--
Total grant	<u>USD 1,494,233.--</u>
Last payment	USD 69,233.--

The balance of USD 69,233.-- will be transferred to the following bank account:

Account Holder: World Economic Forum, USA Inc.

Bank Name: Citibank

Swift Code: CITIUS33

ABA Number: (10)(2g)

Account Number (10)(2g)

Yours sincerely,

(10)(2e)

(10)(2e) Food & Nutrition Security Team

Inclusive Green Growth Department

For the Minister for Foreign Trade and Development Cooperation

Within six weeks after this decision is sent, a written objection may be lodged with the Minister for Foreign Trade and Development Cooperation, Inclusive Green Growth Department, Team Food & Nutrition Security, Postbus 20061, 2500 EB Den Haag. Under section 6:5 of the General Administrative Law Act, the notice of objection must be signed and dated and include the name and address of the person submitting it, a description of the decision against which the objection is being lodged and the grounds on which it is based. Where possible a copy of the contested decision should be enclosed.



World Economic Forum (WEF)

Attn. (10)(2e)

93 Route de la Capite 91

1223 GENEVE

Switzerland

(10)(2e)@weforum.org

**Department for International
Trade Policy and Economic
Governance**

Rijnstraat 8

25115 XP Den Haag

Postbus 20061

2500 EB Den Haag

The Netherlands

<http://www.rijksoverheid.nl>

Contactpersoon

(10)(2e)

T +3170348 (10)(2e)

E (10)(2e)@minbuza.nl

Our reference

MINBUZA.2020.5393-11

Date: July 28, 2020

Re: Grant decision: Sustainable Investment Policy and Practice,
Activity number 4000003940

Dear (10)(2e)

Thank you for your grant application of 24 February 2020 for Sustainable Investment Policy and Practice, submitted on behalf of World Economic Forum. Your application has been saved in my records under number 4000003940. My decision on your application is set out in this letter dated 28 July 2020.

1. Decision

I have decided to award you a grant of up to € 300.000 . This amount also covers any taxes you will have to pay, including value-added tax (VAT).

The grant is based on section 2 of the Foreign Affairs (Grants) Framework Act, the Ministry of Foreign Affairs Grants Decree, article 2.4 of the 2006 Ministry of Foreign Affairs Grant Regulations is awarded subject to the condition that sufficient funds are made available by the budget legislator.

The grant is intended for the activities described in the activity plan of 24 February 2020 for the period 1 May 2020 until 31 December 2021. The definitive grant amount will depend on actual expenditure. If you implement the activities for less than the amount budgeted, the difference will be deducted from the definitive grant amount. You will be requested to repay any funds not spent.

2. Grounds for the decision

I am awarding you a grant in accordance with the grant application referred to in the first sentence of this letter.

3. Grant conditions

You must fulfil all the obligations laid down in this decision and in the legislation on which the grant is based. You are responsible for compliance and will bear the consequences of non-compliance.

Legislation

The following legislation is in any case applicable to the grant award:

* section 2 of the Foreign Affairs (Grants) Framework Act;

- * the Ministry of Foreign Affairs Grants Decree;
- * article 2.4 of the 2006 Ministry of Foreign Affairs Grant Regulations;
- * the General Administrative Law Act, in particular title 4.2 (Grants);

**Programme Delivery
Division**
Department for International
Trade Policy and Economic
Governance

You may consult the legislation via wetten.overheid.nl.

Notification requirement

You must give immediate notification if circumstances arise that may have a bearing on the grant award.

Date
28 July 2020

Our reference
MINBUZA.2020.5393-11

You must in any case give immediate notification in writing if you consider it plausible that the activities for which the grant was awarded will not be performed in full, at all, or on time, or if you will not be able to meet the obligations attached to the grant.

Second, you are required to give immediate notification in writing if you suspect or have discovered irregularities (such as fraud, a violation of contract award procedures, serious misconduct (including sexual misconduct) or other serious forms of inappropriate behaviour) relating to the implementation of the activities for which the grant has been awarded. Your notification should also state the amount of money involved and the measures taken.

You should send your written notification, including explanatory notes and relevant documentation, to the contact person named in section 8. The notification may lead to a revision of the grant decision, including changes to the prepayment schedule and/or amounts for the remainder of the grant period.

Please consult your contact person (see section 8) if you are uncertain whether or not something needs to be notified.

Accountability

You are required to submit a number of plans and reports for the duration of the activity to ensure that I can monitor the progress of the subsidised activities. Table 1 below indicates the type of plans and reports required, when they must be submitted and for what period. They are described in more detail below. You should submit these documents as PDF files to DDE-reports@minbuza.nl, with a cc to the contact named in section 8.

Table 1.

Type of report	Period covered	Deadline
Annual financial progress report	01.05.2020-31.12.2020 01.01.2021-31.12.2021	01.04.2021 01.04.2022
Final narrative report	01.05.2020-31.12.2021	01.04.2022
Final financial report	01.05.2020-31.12.2021	01.04.2022

Final narrative report

A final narrative report must contain an aggregate overview of the activities carried out and the results achieved, as set out in the activity plan, together with an explanation of any discrepancies vis-à-vis the intended results. It must link up

with the final financial report so that it can be seen whether human and material resources have been used efficiently.

Final financial report

The final financial report must contain the information needed to determine the definitive amount of the contribution. It must contain an aggregate overview of all estimated and actual revenue (including the contribution, the other party's own contribution, funds provided by third parties and interest accrued) and expenditure, in so far as they relate to the funded activities, and an overview of the prepayments provided by the Minister. The report must cover the entire project period and be laid out in the same way as the budget. An explanation must be provided for each budget item that differs substantially from the budgeted revenue and expenditure.

Administrative requirements

You are required to keep records of the following: the rights and obligations relevant for determining the definitive grant amount, and the outputs delivered. The records and accompanying documentation must be retained for five years after the definitive grant amount has been determined.

4. Failure to comply with the grant conditions

Failure to comply with the conditions attached to the grant or failure to fully implement any of the activities may lead me to request repayment of the grant in whole or in part.

I would also note that the ministry maintains a misuse register for the purpose of countering misuse of grant funding.

5. Payment schedule

You will receive a prepayment of up to 95% of the grant amount. The first instalment of € 125.000 will be paid as soon as possible.

The table below sets out an indicative payment schedule.

Payment Date	Amount
2020	EUR 125.000
1 February 2021	EUR 160.000
1 February 2022	EUR 15.000
Total	EUR 300.000

I will transfer all instalments by bank transfer to your bankaccount, number (10)(2g) quoting 4000003940.

You must ensure that the grant is visible in your accounts in a way that clearly shows expenditures made and revenues generated using the awarded funds.

6. The definitive grant amount

Unless you receive information to the contrary, I will determine the definitive grant amount within 13 weeks of receiving the necessary reporting information.

Programme Delivery Division
Department for International Trade Policy and Economic Governance

Date
28 July 2020

Our reference
MINBUZA.2020.5393-11

The definitive grant amount will be established in a separate decision, on which basis accounts will be settled with you. You must repay any grant funds in excess of the definitive grant amount unconditionally and without delay by bank transfer to the Minister's bank account number [REDACTED] (10)(2g), quoting reference 4000003940.

Programme Delivery Division
Department for International Trade Policy and Economic Governance

7. Other obligations

Date
28 July 2020

Our reference
MINBUZA.2020.5393-11

a. Any agreements with third parties regarding the implementation of the subsidised activities must be laid down in writing. You must agree with the implementing organisation that your prefinancing policy will be applied.

b. Any interest accrued on the grant must be used to finance the implementation of the activities described in your activity plan and must be included in the financial statement. No grant funds or accrued interest may be used for capital formation or an equalisation reserve.

c. I am entitled to use, free of charge, all documents and other products produced in connection with this grant to which you may have intellectual property rights for the purpose of (insert a description of the objectives of the grant in question). Where appropriate, I will ask you to issue me with the necessary licences free of charge. You must incorporate a clause to this end in any legal arrangement with third parties.

d. If I believe that the specific way in which the activity plan is implemented or changes in circumstances have led to a situation in which the financing of an activity is incompatible with the Dutch government's foreign policy, I will initiate consultation with you. On the basis of such consultation, I may give further written instructions.

e. In implementing the activity plan, you must take account of the fact that the Dutch government may be held responsible under international law for its implementation.

f. With this in mind, you must refrain from supporting activities whose aim is to undermine the political autonomy of a state or to bring down a lawful government by unlawful means. Whether the one or the other is lawful or unlawful will be determined not only by the views of the government of the country in question, but also in accordance with international standards (including international law).

g. I may investigate or instruct others to investigate the activities carried out pursuant to this decision, including your reports and financial accounts and your compliance with the obligations attached to the grant. In that case you must render every assistance to the official or officials appointed by me to carry out such an investigation and allow them access to the documents relating to the grant. I will bear the costs of any such investigation.

h. The ministry expects partner and implementing organisations – where relevant, appropriate and worthwhile – to make it visibly and clearly known that their activities are in line with Dutch foreign and development policy and have been made possible, at least in part, by the ministry's support or cooperation. For further guidelines (in English), see:
<https://www.government.nl/documents/publications/2016/03/01/visibility-and-communication-when-working-with-the-ministry-of-foreign-affairs>.

i. You may not offer to or accept from third parties anything of any kind whatsoever, if this could be interpreted as an illegal or corrupt practice. Such practices may provide grounds for the withdrawal of this decision in whole or in part.

j. When spending the grant and during the activities for which this grant has been awarded, you must refrain from conduct that constitutes a criminal offence and/or is prohibited under Dutch law, including sexual and other forms of harassment. Such conduct may provide grounds for me to wholly or partly revoke this decision.

k. I will withdraw or amend the decision awarding the grant or reduce the grant amount only after consultation with you. Accounts will then be settled on the basis of the costs properly incurred and taking into account any financial commitments for the future that have reasonably been entered into pursuant to the decision.

**Programme Delivery
Division**
Department for International
Trade Policy and Economic
Governance

Date
28 July 2020

Our reference
MINBUZA.2020.5393-11

8. Details of contact person

If you have any questions about this decision, contact: (10)(2e)

Grant recipient's contact details:

Name of organisation: World Economic Forum (WEF)

Name : (10)(2e)

Address : 93 Route de la Capite 91, 1223 GENEVE, Switzerland

Mail: (10)(2e)@weforum.org

9. Inappropriate behaviour – what should you do?

If you have encountered inappropriate behaviour by an employee of the Ministry of Foreign Affairs, you can report this to the ministry's integrity coordinator by emailing integriteit@minbuza.nl. If you would like to receive confidential advice and assistance first, you can contact the external support officer beforehand. For more information, see: <https://www.government.nl/ministries/ministry-of-foreign-affairs/contact/inappropriate-behaviour-what-should-you-do>

I wish you every success in implementing the activities.

Yours sincerely,

For the Minister for Foreign Trade and Development Cooperation

■ (10)(2e)
(10)(2e) International Trade Policy and Economic Governance

¹This grant decision has not physically been signed due to the circumstances concerning COVID-19¹

Within six weeks of the date of the decision, a written objection may be lodged with the Minister for Foreign Trade and Development Cooperation, Department for International Trade Policy and Economic Governance, Postbus 20061, 2500 EB The Hague. Pursuant to section 6:5 of the General Administrative Law Act, the notice of objection must be signed and dated and contain at least the name and address of the person submitting it, a description of the decision against which the objection is being lodged and the grounds on which it rests. If possible, a copy of the contested decision should be enclosed.

Addendum No. 2 to Arrangement between the Norwegian Ministry of Climate and Environment and the UK Department for International Development (DFID) regarding development cooperation concerning Financing the Tropical Forest Alliance (TFA) Secretariat for 2014-2017

WHEREAS the Norwegian Ministry of Climate and Environment (the Ministry) and the UK Department for International Development (DFID) have entered into an arrangement dated June 10, 2015 on development cooperation concerning Financing the Tropical Forest Alliance (TFA Secretariat) for 2014-2017 (the Arrangement),

WHEREAS on April 14th 2018 the Ministry – on behalf of the Ministry and DFID (together the Donors) - entered into a new grant agreement with the World Economic Forum (WEF/the Grant Recipient) regarding *support to the TFA Secretariat Phase 2 (2018-2020)* (the Grant Agreement),

WHEREAS on May 11th 2018 the Ministry and DFID entered into amendment no 1 to the Arrangement, agreeing to prolonging the Arrangement with additional funds in the period 2018-2021.

WHEREAS the Netherlands Minister for Foreign Trade and Development Cooperation (DGIS) wishes to support the TFA Secretariat and thus to enter into the Arrangement and channel its support through the Ministry (the Lead Donor) who will take on the responsibility of acting on behalf of both DFID and DGIS (the Co-Donors) as specified in the Arrangement and this Addendum No.2.

WHEREAS the Ministry, DFID and DGIS have agreed on amending the Arrangement,

WHEREAS the Lead Donor on behalf of all donors will enter into an Addendum No. 1 to the Grant Agreement with WEF in order to reflect the decision by DGIS to support TFA,

NOW THEREFORE the Ministry, DFID and DGIS have reached the following understanding which shall constitute Addendum No. 2 to, and an integral part of, the Arrangement:

Paragraph I

1. All references to "the Donors" through-out the Arrangement shall hereby refer to the Ministry, DFID and DGIS. All references to "both Donors" shall hereby be replaced with "all Donors".
2. All references to "the Co-Donor" through-out the Arrangement shall hereby be replaced by "the Co-Donors".

Paragraph II

1. The Arrangement's Paragraph II – Contributions of the Donors will read as follows:

The Donors will, subject to parliamentary appropriations, make total contributions not exceeding the following amounts (collectively referred to as the Contribution) exclusively to finance the Secretariat in the period:

	2018	2019	2020	Total
Lead Donor contribution (NOK)	NOK 12 mill	NOK 13 mill	NOK 13 mill	NOK 38 mill
DFID Co-Donor contribution (GPB)	£ 750,000	£ 750,000	£ 500,000	£ 2,000,000
DGIS Co-Donor contribution (NOK)	NOK 7,780,000	NOK 7,780,000	NOK 7,782,129	NOK 23,342,129

The annual breakdown of payments is tentative, and subject to financial need.

Upon completion of WEF's function as the Secretariat, any remaining funds on the bank account of the Lead Donor mentioned in Paragraph IV Clause 3, including any unspent interests and funds returned according to the Grant Agreement, will be refunded on a proportional basis unless otherwise decided by the Donors.

Paragraph III

1. The entities competent to act on behalf of each of the Donors in matters related to this Arrangement are:

For the Ministry (Lead Donor):

(10)(2e)
(10)(2e) Department for Climate Change

For DFID (Co-Donor):

(10)(2e)
(10)(2e) Climate and Environment Department

For DGIS (Co-Donor):

(10)(2e)
(10)(2e) Climate Team

Paragraph IV

1. The Arrangement's Paragraph IV Clause 2 will be deleted and replaced with the following:

Disbursements from the Co-Donors to the Lead Donor will be made bi-annually depending on the progress and performance to date and the liquidity needs of the Secretariat the coming period of six months. Upon receiving disbursements request from WEF the Lead Donor will submit written disbursements request to the Co-Donors tentatively in April and October each year. DFID will receive the template provided in the Arrangement's Annex 1 and DGIS will receive the Ministry's standard request-form for payments. Such requests will include a financial statement of the Secretariat and the budget for the coming period. Unless otherwise decided each Donor's annual contribution to disbursements will be as stated in Paragraph II (as amended).

This Addendum No. 2 will enter into force on the date of its signature, and will remain in force as specified in the Arrangement's Paragraph VII. All other provisions of the Arrangement (as amended) will remain unchanged and in force.

IN WITNESS WHEREOF the undersigned, acting on behalf of the respective entities, have signed the Addendum No. 2 in three originals in the English language. In the event of translation the English text of this Addendum No. 2 will prevail.

Place and date

For the Norwegian Ministry of
Climate and Environment

(10)(2e)

(10)(2e)

(10)(2e) Department for Climate
Change

For the Department for
International Development

(10)(2e)

(10)(2e) Climate and
Environment Department

For the Netherlands Minister
for Foreign Trade and
Development Cooperation

(10)(2e)

(10)(2e) Climate Team
Inclusive Green Growth
Department

ARRANGEMENT ON DELEGATED CO-OPERATION

between

The UK Department for International Development (DFID)

and

The Norwegian Ministry of Climate and Environment (the Ministry)

regarding

Financing of the Tropical Forest Alliance (TFA) Secretariat for 2014-2017

WHEREAS Tropical Forest Alliance 2020 is a public-private partnership in which partners take voluntary actions to reduce the tropical deforestation associated with commodities such as palm oil, soy, beef, paper & pulp;

WHEREAS the Norwegian Ministry of Climate and Environment (the Ministry) has requested the Government of the United Kingdom (the UK) to co-finance the secretariat function of Tropical Forest Alliance 2020 for 2014-2017 (the Secretariat);

WHEREAS the UK Department for International Development (DFID) has decided to comply with the request, and wishes to channel its support through the Ministry (the Lead Donor), who will take on the responsibility of acting on behalf of DFID (the Co-Donor) as specified in this arrangement on delegated co-operation (this Arrangement);

WHEREAS the Secretariat will be hosted by the World Economic Forum (WEF);

WHEREAS the Lead Donor will enter into an agreement with WEF regarding the management and implementation of the Secretariat (the Grant Agreement);

NOW THEREFORE DFID and the Ministry (together "the Donors") have reached the following understanding:

Paragraph I: Scope and objectives

1. This Arrangement sets forth common provisions and procedures for the delegated co-operation between the Donors regarding their financing and support to the execution of the Secretariat. The objective of the Arrangement is to improve donor co-ordination and harmonisation through delegated co-operation thereby enhancing the efficiency of the Donors' development co-operation.
2. The overarching purpose of this Arrangement is to contribute to a reduction in tropical deforestation by promoting of sustainable production of commodities such as soy, beef, palm oil and pulp and paper.

3. The scope of the Secretariat is defined in the Funding Proposal dated 15th March 2015. The Lead-Donor's Grant Arrangement with WEF will state the Donors' co-financing of the Programme and the Lead Donor's authority to represent the Co-Donor in accordance with this Arrangement. The Co-Donor will carry no responsibility or liability towards WEF for the execution of the Grant Agreement.
4. The Lead Donor will submit a copy of the Grant Agreement to the Co-Donor for information when the Grant Agreement has been entered into. The same applies in respect of any amendments to the Grant Agreement.
5. No offer, payment, consideration, gift or benefit of any kind, which could be regarded as an illegal or corrupt practice, has or will be made, promised, sought or accepted, neither directly nor indirectly, as an inducement or reward in relation to activities funded under this Arrangement, including tendering, award or execution of contracts. Any such practice will be grounds for the immediate cancellation of this Arrangement and for such additional action, civil and/or criminal, as may be appropriate.

Paragraph II: Contributions of the Donors

1. The Donors will, subject to parliamentary appropriations, make total contributions not exceeding the following amounts (collectively referred to as the Contribution) exclusively to finance the Secretariat in the period:

	2015	2016	2017	Total
Lead Donor contribution NOK	NOK5,000,000	NOK10,000,000	NOK10,000,000	NOK 25,000,000
Co-Donor contribution GBP	£500,000	£750,000	£750,000	£2,000,000

The annual breakdown of payments is tentative.

2. Upon completion of WEF's function as the Secretariat any remaining Contribution funds on the bank account of the Lead Donor mentioned in Paragraph IV Clause 3, including any unspent interests and funds returned according to the Grant Agreement, will be refunded on a proportional basis unless otherwise decided by the Donors.

Paragraph III: Co-operation and representation

1. The Lead Donor will administer the Contribution and follow-up the Secretariat with WEF in accordance with the stipulations in the Grant Agreement and the Lead Donor's prevailing general principles and guidelines for development assistance.
2. The Lead Donor will promptly inform the Co-Donor of any event that interferes or threatens to interfere with the successful implementation of the Secretariat.

3. The Lead Donor will consult with the Co-Donor in case fundamental changes which adversely affect the Secretariat occur and before making any decision of principle regarding the Secretariat, e.g. before suspension or termination of, or amendments to, the Grant Agreement.
4. Both Donors will participate in the Steering Committee (SC) meetings with WEF and other stakeholders. This will be the principal decision making body overseeing the Secretariat. Both Donors will in addition participate in a separate "grant management meeting" with WEF. This meeting will be held in relation to the SC meeting. Both meetings will be stipulated in the Grant Agreement.
5. Subject to applicable law the Co-Donor will be given access, whenever requested, to all documentation and information in the possession of the Lead Donor pertaining to Lead Donor's administration of the Contribution and implementation of the Secretariat. Further, the Lead Donor will obtain from WEF any information or documentation relating to the Secretariat that the Co-Donor may reasonably request.
6. The entities competent to act on behalf of each of the Donors in matters related to this Arrangement are:

For the Lead Donor:

(10)(2e)

(10)(2e) Department for Climate Change,
Royal Norwegian Ministry of Climate and the Environment,
Kongens Gate 20,
0153 Oslo,
Norway

For the Co-Donor:

(10)(2e)

(10)(2e) Climate and Environment Department
Department for International Development
22 Whitehall
London
SW1A 2EG

All communication in regard to this Arrangement will be directed to the above mentioned entities.

Paragraph IV: Disbursements

1. Payments to WEF from the Contribution will be made by the Lead Donor against the agreed proposal and budget and upon receipt of written requests from WEF according to the Grant Arrangement.

2. Disbursements from the Co-Donor to the Lead Donor will be made bi-annually depending on the progress and performance to date and the liquidity needs of the Secretariat the coming period of six months. Upon receiving disbursement request from WEF the Lead Donor will submit written disbursement request to the Co-Donor tentatively in April and October each year using the template provided at Annex 1. Such requests will include a financial statement of the Secretariat and the budget for the coming period. Unless otherwise decided each Donor's annual contribution to disbursements to WEF will be as stated in Paragraph II.

3. Payments from the Co-Donor should be made into the following bank account:

Bank:	DNB ASA, P.O. Box 1600 Sentrum, 0021 Oslo Norway
A/C Name:	The Norwegian Ministry of Climate and Environment 7694 05 00 334
SWIFT:	DNBANOKKXXX
Reference:	Tropical Forest Alliance Secretariat
IBAN:	NO [REDACTED] (10)(2g)

The Lead Donor will confirm receipt of the Co-Donor's contributions stating the date of receipt and the exchange rate applied.

Paragraph V: Reporting

1. At least 2 weeks before the meetings according to Paragraph III clause 4 the Lead Donor will submit to the Co-Donor the following documentation which WEF has submitted:

- the most recent annual progress report
- the most recent financial statement
- the audit report of the preceding fiscal year
- the work plan and budget for the subsequent fiscal year.

The above-mentioned provisions will apply correspondingly to the final report and the final financial statement.

2. If a review or evaluation of the Secretariat is carried out, the following will be submitted to the Co-Donor for information:

- prior to the review/evaluation a copy of the draft Terms of Reference,
- a copy the review/evaluation report,
- any comments by WEF to the report,

- the Lead Donor's assessment of the report and suggestions to any follow-up actions.
3. Within 3 months after the end of the calendar year each year the Lead Donor will submit to the Co-Donor a financial statement showing, as per the end of the previous calendar year, funds received from the Co-Donor, funds disbursed to WEF, each Donor's contribution to the disbursements and the balance of the Contribution carried over to the following calendar year. The financial statement will be in Norwegian Kroner (NOK).

Paragraph VI: Reservations

1. The Donors will do their utmost to reach a joint position on how to handle the matter if one or more of the Donors are of the opinion that its contribution has not been used and/or accounted for by WEF as described in the Grant Agreement, including if one or more of the Donors are of the opinion that political changes which would negatively affect the achievement of the goal and objectives of the Secretariat have occurred. The Donors may decide, without affecting other actions, that the Lead Donor will:
 - withhold/suspend any future disbursements to WEF,
 - reclaim all or part of the funds already disbursed to WEF, and/or
 - cancel the Grant Agreement and this Arrangement.
2. If the Donors are unable to reach a joint position on how to handle the matter, the Co-Donor may, without affecting other actions:
 - withhold/suspend any future disbursements to the Lead Donor,
 - reclaim any contribution transferred to the Lead Donor, but not yet disbursed to WEF and/or
 - request, in respect of its contribution, that the Lead Donor takes any such action as mentioned in Section 1 above towards WEF.
3. If the Lead Donor does not fulfil its commitments according to this Arrangement, the Co-Donor may, after consultations with the Lead Donor, without affecting other actions:
 - Withhold/suspend any future disbursements,
 - reclaim all or part of funds already disbursed to the Lead Donor and/or
 - cancel this Arrangement.

In respect of funds already disbursed or irrevocably committed to WEF or any other third party in accordance with this Arrangement, the Lead Donor's repayment to the Co-Donor will be limited to the amount repaid by WEF or such third party.

4. The Lead Donor will inform WEF immediately in writing of any action as referred to in this paragraph, and will take any necessary actions in respect of the Grant Agreement, including (partially) cancelling the Grant Agreement. In case of

cancellation of this Arrangement by one of the Donors, the Donors will consult with each other on how to bring the Arrangement to an orderly end. Any amount corresponding to the contribution by the cancelling Donor which remains unspent will be returned to that Donor immediately and unconditionally unless otherwise decided by the Donors.

Paragraph VII: Duration – Disputes - Amendments

1. The delegated co-operation under this Arrangement will start on the date it is signed by the Donors, and will end on <30 June 2018> unless the Donors decide to change the date.
2. Each Donor may terminate this Arrangement upon four months written notice to the other Donor.
3. If any dispute arises relating to the implementation or interpretation of this Arrangement, the Donors will consult with a view to reaching a solution.
4. In line with both Donors' Transparency commitments, both Donors give consent for this Arrangement (and any subsequent amendments) to be published on the respective Donor's website
5. Any amendments to the provisions contained within this Arrangement will be set out in writing.

The undersigned have signed the Arrangement in two originals in the English language. In the event of translation the English text of this Arrangement will prevail.

For: Department for International Development	For: The Norwegian Ministry of Climate and Environment
Date: 11 th May 2015	Date: 10/6/15
(10)(2e)	(10)(2e)
(10)(2e) (10)(2e) Climate and Environment Department, Department for International Development	(10)(2e) (10)(2e) Department for Climate Change, Royal Norwegian Ministry of Climate and the Environment.

ANNEX 1: TEMPLATE FOR REQUEST FOR PAYMENT BY DFID

To:	Accounts Payable, DFID, Abercrombie House, East Kilbride, Scotland G75 8EA
Cc:	Financial Management Group, DFID, Abercrombie House, East Kilbride, Scotland

The Norwegian Ministry of Climate and Environment requests payment of £ **[AMOUNT IN FIGURES
[AMOUNT IN WORDS]** on **[DATE]** into the account specified in the Delegated Cooperation Agreement as follows:

Bank Name:	DNB ASA
Bank Postal Address:	P.O. Box 1600 Sentrum, 0021 Oslo Norway
Name of Account:	The Norwegian Ministry of Climate and Environment Reference : Tropical Forest Alliance Secretariat
Bank Account Number:	(10)(2g)
Sort Code:	
Currency of Bank Account:	
IBAN number: [required for bank accounts within Europe]	(10)(2g)
SWIFT number:	DNBANOKKXXX
ABA or BIC Number: [BIC required for bank accounts within Europe]	
Intermediary bank details:	

in respect of Financing of the Tropical Forest Alliance (TFA) Secretariat for 2014-2017 DFID Project Reference 202745-102, Purchase Order [tbc]. A financial statement from the Secretariat and the budget for the coming period are attached.

signed of behalf of the Norwegian Ministry of Climate and Environment	
Name:	
Position:	
E-mail:	

ANNEX 2: NOTIFICATION OF PAYMENT TO THE NORWEGIAN MINISTRY OF CLIMATE AND ENVIRONMENT

To:	
Cc:	FMG, DFID, Abercrombie House, East Kilbride, Scotland

DFID has authorised the payment of **[AMOUNT IN FIGURES [AMOUNT IN WORDS]]** on **[DATE]** into

Bank Name:	
Bank Postal Address:	
Name of Account:	
Bank Account Number:	
Sort Code:	
Currency of Bank Account:	
IBAN number: [required for bank accounts within Europe]	
SWIFT number:	
ABA or BIC Number: [BIC required for bank accounts within Europe]	
Intermediary bank details:	

in respect of Financing of the Tropical Forest Alliance (TFA) Secretariat for 2014-2017. DFID Reference 202745-102 PO [tbc] , **[[INSERT PARTNER PROJECT REFERENCE]**

Signed for DFID	
Name:	
Position:	
Address:	
E-mail:	

ANNEX 3: REIMBURSEMENT OF FUNDS (inc interest)

To:	DFID Accounts Payable
Cc:	FMG, DFID, Abercrombie House, East Kilbride, Scotland

[NAME of ORGANISATION] has authorised the payment of **[AMOUNT IN FIGURES]** **[AMOUNT IN WORDS]** on **[DATE]** into the DFID Bank Account.

DFID's bank accounts and the payment methods required for such transfers are as follows, please choose one of the following as appropriate:

BACS: Payments of small amounts in the UK and **CHAPS** over £10,000 should be paid to the following account:

Bank:	Citibank
Sort code:	08-33-00
Account number:	(10)(2g)
Account Code	
Component Code	

Electronic receipts from Overseas: Receipts transferred direct from an overseas bank account should be paid to the following Citibank Bank account:

Bank:	Citibank		
Sort code:	08-33-00	Account No:	(10)(2g)
Account Code			
Component Code			

Quoting:

Pay Citi London : BIC/Swift CITIGB2L IBAN : (10)(2g)

Posting Address : 25 Canada Square , Canary Wharf, London , E14 5LB

Please obtain Account Code and the Component Code Reference from your DFID Contact if you do not know it.

Any organisation wishing to refund DFID by cheque should make the cheque payable to Department for International Development and send it to their DFID Programme Officer along with a letter confirming the reason for the refund.

[NAME of ORGANISATION]	
Name:	
Position:	
Address:	
E-mail:	

Template:	Foreign governmental entities	Revision no.:	1
Amendment/Addendum	Grant Management Regime I, II and III	Date:	19.04.2018

ADDENDUM NUMBER 1 TO AGREEMENT BETWEEN THE NORWEGIAN MINISTRY OF CLIMATE AND ENVIRONMENT AND THE WORLD ECONOMIC FORUM CONCERNING FINANCIAL SUPPORT TO THE TROPICAL FOREST ALLIANCE 2020 SECRETARIAT FOR THE PERIOD 2018-2021

WHEREAS the Norwegian Ministry of Climate and Environment (hereinafter referred to as "the Ministry") and the World Economic Forum (hereinafter referred to as "the Grant Recipient") (jointly referred to as the Parties) have entered into an agreement dated April 14th 2018 (the Agreement)

WHEREAS the Netherlands Minister for Foreign Trade and Development Cooperation (DGIS) wishes to grant additional financial support to the Project thorough a delegate cooperation set-up with the Ministry and the UK Department of International Development (Dfid), with which the Ministry and Dfid have decided to comply,

WHEREAS the Ministry (Lead Donor), DGIS (Co-Donor) and Dfid (Co-Donor) therefore have entered into Addendum nr 2 to the Arrangement between the Norwegian Ministry of Climate and Environment and the UK Department of International Development (Dfid) regarding development cooperation concerning Financing the Tropical Forest Alliance (TFA) Secretariat for 2014-2017.

NOW THEREFORE the Parties have reached the following understanding, which shall constitute Addendum number 1 to, and be an integrated part of, the Agreement:

1 ADDITIONAL AND/OR REVISED CONDITIONS

Part 1. SPECIFIC CONDITIONS:

1. All references to "the Donors" through-out the Arrangement shall hereby refer to the Ministry, DFID and DGIS. All references to "both Donors" shall hereby be replaced with "all Donors".
2. All references to "the Co-Donor" through-out the Arrangement shall hereby be replaced by "the Co-Donors".

Part 4. THE GRANT

The Agreement's paragraph 4.1 shall read as follows

4.1 Subject to parliamentary appropriations, the Donors will jointly support the Project, and through the KLD, make available a grant (jointly referred to as the Grant). The Grant shall not exceed the following amounts:

Dfid: up to Pounds sterling (GPB) 2 000 000 (two million)

KLD: up to Norwegian Kroner (NOK) 38 000 000 (thirty eight million)

DGIS: Up to Norwegian Kroner (NOK) 23 342 129 (twenty three million three hundred and forty two thousand one hundred and twenty nine)

The Grant Recipient will seek to ensure that DFID's contribution will not be used for travel expenses.

The Agreement's paragraph 4.3 shall be deleted and replaced with the following:

Template:	Foreign governmental entities	Revision no.:	1
Amendment/Addendum	Grant Management Regime I, II and III	Date:	19.04.2018

4.3 The Grant may be used to cover overheads/indirect costs up to a maximum of 7% of the actual costs of the Project.

2 REMAINING CONDITIONS OF THE AGREEMENT

2.1 All other provisions of the Agreement shall remain unchanged and in force.

3 ENTRY INTO FORCE AND DURATION

3.1 The Addendum No. 1 shall enter into force on the date of the last signature, and remain in force until all obligations arising from it have been fulfilled.

IN WITNESS WHEREOF the undersigned, acting on behalf of their respective Party, have signed the Addendum No. 1 in two -2- originals in the English language, whereof the Parties keep one each. In the event of any discrepancies between this English language version and any later translations, the English language version shall prevail.

Place:

(10)(2e)

Date:

Member of the Managing Board

(10)(2e)

(10)(2e) Resources and Operations

(10)(2e)

for the Norwegian Ministry of Climate and
Enviornment,

for World Economic Forum

(10)(2e)

Department for Climate Change

(10)(2e)

(10)(2e)

Finance, Technology and
Operations, Member of the Executive Committee,
CFO Office

And

(10)(2e)

(10)(2e)

, Managing Board

Attachments:

Annex A: Revised budget