

COLLABORATION AGREEMENT REGARDING THE ESTABLISHMENT AND DEVELOPMENT OF THE GLOBAL CO-ORDINATING SECRETARIAT FOR THE GLOBAL NETWORK OF FOOD INNOVATION HUBS IN THE NETHERLANDS

BETWEEN:

1. **THE DUTCH STATE**, represented by the Minister of Economic Affairs and Climate Policy, a legal entity governed by public law (*publiekrechtelijke rechtspersoon*) incorporated under the laws of The Netherlands, located at Bezuidenhoutseweg 73, 2594 AC 's-Gravenhage ("**The Netherlands**"); and
2. **WORLD ECONOMIC FORUM**, a not-for-profit foundation headquartered in 91-93 Route de la Capite, CH-1223 Cologny/Geneva, Switzerland, represented by its legal representatives ("**WEF**").

The parties to this Agreement are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**".

RECITALS:

- i. Whereas The Netherlands has put in place a mission driven innovation policy. In the area of Agri&Food, missions have been defined in line with the SDG's addressing topics of sustainability, circular agriculture, safe, healthy and affordable food for all, climate neutrality as well as consumer behavior. There is special attention for development and implementation of key enabling technologies such as Digitalisation, Artificial Intelligence, Internet-of-Things, biotechnology and micro- and nanotechnology in the Agri&Food sector. In order to connect the Dutch innovation ecosystems with other ecosystems worldwide and innovate together The Netherlands has put in place an extensive global network of innovation attachés and agricultural counsellors.
- ii. Whereas WEF is an independent international institution committed to improving the state of the world by engaging business, political, academic and other leaders of society to shape global, regional and industry agendas. WEF has been incorporated as a foundation in 1971 and is impartial, not-for-profit and is tied to no political, partisan or national interests. WEF's Food Systems Initiative and several partners have joined efforts in a partnership-based innovation structure to catalyse and support regional hubs for food system transformation, Food Innovation Hubs.
- iii. Whereas the partnership-based innovation structure is aiming to provide support to strengthen local innovation ecosystems and by doing so is envisioned to strengthen food systems to deliver better, faster, more nutritious food, inclusive growth, environmental sustainability and climate resilience, through public-private partnerships and international trade and innovation, in line with the UN Sustainable Development Goals;
- iv. Whereas The Netherlands' innovation and agricultural policy is very much in line with the topics that are considered crucial by WEF for food system transformation. The Netherlands have therefore offered to host the Global Coordinating Secretariat ("**GCS**") for a global network of food innovation hubs as a neutral independent entity. WEF has accepted to work towards an agile, flexible structure, focusing on key needs and partners capabilities. The Netherlands and WEF will endeavor to incorporate the GCS as a separate entity in the future.
- v. Whereas The Netherlands and WEF wish to collaborate on a successful establishment and development of a GCS in The Netherlands (the "**Project**") to catalyze the global success of a partnership-based innovation structure consisting of a GCS and a network of regional innovation hubs, which wish was laid down by the Parties in a Letter of Intent, dated 5 January 2020.
- vi. Whereas, as a part of the collaboration, The Netherlands will make an in-kind contribution to the Project with the secondment of the GCS Executive Director to WEF, and The Netherlands has instigated Regional Development Agency Oost NL to contribute to the Project as well by way of seconding a programme manager. In addition, The Netherlands will make a financial contribution to the Project in the form of a grant.
- vii. Whereas the Minister of Economic Affairs and Climate Policy, acting as administrative body, by decision with reference DG B&I / 21120373 (the "**Decision**"), provides a grant to WEF, under the condition precedent (*opschortende voorwaarde*) that The Netherlands and WEF have concluded this collaboration agreement regarding the establishment and development of the Global Coordinating Secretariat for the global network of Food Innovation Hubs in The Netherlands, which has been

signed and returned by WEF, and qualifies as an implementation agreement within the meaning of Article 4:36 of the General Administrative Law Act (the "**Agreement**").

- viii. Whereas WEF is prepared to distribute the money, using the grant provided by the Decision, towards the establishment and further development of the GCS in The Netherlands, under the terms and conditions set forth in the Decision and this Agreement under which this grant is provided by The Netherlands to WEF.

IT IS AGREED as follows:

1. Background and Purpose of the Project

- 1.1. The Netherlands and WEF will co-operate on the Project, enabling the GCS to:
 - a. Catalyze new regional and country Food Innovation Hubs and support the scaling of existing Food Innovation Hubs;
 - b. Coordinate and share learning among Food Innovation Hubs (process and initiative development) to build capacity and scale;
 - c. Facilitate bringing in new partners and financing to support the global network of Food Innovation Hubs;
 - d. Link global process and initiatives (e.g. UN Food Systems Summit 2021, Food Action Alliance);
 - e. Provide leadership for and communication with the global network of Food Innovation Hubs;
 - f. Provide a physical workspace and meeting facilities for representatives of the partner-based innovation structures.
- 1.2. The Parties will work out a governance structure for the GCS and Food Innovation Hubs, ensuring that there will be a multi-stakeholder governance framework of either the Partners Group or Steering Committee, for an independent neutral GCS with agreement on the scope and the activities of the GCS, and collaboration with the regional Food Innovation Hubs;
- 1.3. The Parties will work towards long-term viability of the GCS and the structure of which the GCS is a part.
- 1.4. At the initial stage of the Project the activities will not be carried out by a separate entity. In light of the long-term viability of the GCS referred to in article 1.3 of the Agreement, the Parties will discuss the possibility of incorporation of the GCS in a separate legal entity and in accordance with the applicable procedures no later than one (1) year after the Effective date.

2. Financial Contribution

- 2.1. The Netherlands will contribute financially to the Project with the amount of € 651,000,- including, if applicable, VAT (the "Grant").
- 2.2. The Grant is to be used solely to fund personnel, the rent for office space, and other costs related to the Project – serving the purpose of the Project set out in article 1. of the Agreement – incurred in the period for which the grant has been awarded as set forth in the budget hereto attached as **Exhibit 1**.

3. In-kind contribution

In addition to the Grant, The Netherlands will contribute in-kind to the Project with the secondment for a period of three years of an Executive Director for the GCS, with qualifications in accordance with the job description that is attached as **Exhibit 2**. The mandate of the

secondee will be set out in a separate engagement letter with WEF within the framework that is suitable for each Party.

4. Disbursement of the Grant (Obligation number 1300032011)

4.1. The Grant will be disbursed in three, yearly, tranches of € 217,000,- that will be deposited on the below designated WEF's bank account (the "**Account**"), upon receipt by The Netherlands of a written disbursement request of WEF and under the condition precedent (*opschortende voorwaarde*) that WEF has successfully fulfilled its reporting obligations as referred to in article 5 of the Agreement.

4.2. Account Designation:

UBS Switzerland AG
Rue des Noirettes 35
1227 Carouge, Switzerland
Beneficiary: World Economic Forum
Account Number: 0279 355294.02 M
IBAN: CH91 0027 9279 3552 9402 M
SWIFT: UBSWCHZH80A

4.3. Payments in connection with this Agreement by The Netherlands shall be made only by wire transfer to the account.

4.4. Payments in connection with this Agreement by WEF shall be made only by wire transfer from the account.

5. Administration and reporting

5.1. For the purposes of the Grant WEF must keep proper accounts, which show the costs directly attributable to the Grant, data on credits from and debits to the Account, and timesheets regarding spent wage costs in a clear manner.

5.2. After the end of each calendar year, WEF will provide The Netherlands with financial accounts for the tranches of the Grant that have been distributed (which will in any event include accounts regarding expenditure of the Grant and an unqualified auditor's report on these financial accounts) no later than July 1 of the following year. The financial statements are drawn up in accordance with the audit protocol which is attached as **Exhibit 3**.

5.3. At the request of The Netherlands, WEF must provide information regarding the progress or results of the Project. WEF is obliged, at the request of The Netherlands, to cooperate in an evaluation of the policy pursuant to which the Grant has been awarded. These obligations apply for five years after the date of the Decision to award the Grant.

5.4. WEF must inform The Netherlands in writing as soon as it becomes likely that the activities for which the Grant has been awarded will not be performed, will not be performed in a timely manner, or that the obligations in this Agreement will not be performed or will not be performed in a timely manner.

6. Communication

6.1. In light of their cooperation the Parties will discuss the status of the Project every six (6) months at senior management level.

6.2. The Parties will discuss the Project and their involvement in the Project at least once a month on operational level, until the Parties jointly decide that this is no longer necessary.

Identification: DG B&I / 21120358

- 6.3. On the part of The Netherlands, all questions relating to the Grant (Obligation number 1300032011) and administration should be addressed to:

[REDACTED]
Bezuidenhoutseweg 73, 2594 AC 's-Gravenhage, the Netherlands
PO box 20401, 2500 EK 's-Gravenhage

[REDACTED]
Bezuidenhoutseweg 73, 2594 AC 's-Gravenhage, the Netherlands
PO box 20401, 2500 EK 's-Gravenhage

- 6.4. On the part of WEF, all questions relating to the Grant and administration should be addressed to:

[REDACTED]
350 Madison Avenue, 11th Floor New York, NY 10017, United States of America

[REDACTED]
91-93 Route de la Capite, CH-1223 Cologny/Geneva, Switzerland

7. Term

The Agreement shall be effective for a period of at least three (3) years commencing immediately after signature by the last of the Parties (the "**Effective Date**") and may be terminated by either Party by giving a written notice to the other Party of its intention to terminate twelve (12) months in advance.

8. Compliance

8.1. The Parties adhere to the principles of human dignity, non-discrimination, fair treatment, health and safety, good governance, fair labor practice, fair competition, environment protection, animal welfare, business integrity, ethical business, anti-corruption, social responsibility, economic sustainability and the rule of law.

8.2. Offers, gifts, facilitation payments, considerations or benefits of any kind shall not be accepted, either directly or indirectly, as an inducement or reward for the award or execution of contracts related to the collaboration under this Agreement.

9. Confidentiality

9.1. The Parties shall keep confidential the Information of each of the other Parties (which in the case of the WEF shall also include all information of the World Economic Forum LLC and/or entrusted to both by their members, partners and/or constituents) which are not in the public domain or which are not generally accessible and which each Party has received from the other Parties, or which was otherwise obtained or accessed by it in connection with this

Agreement (the "Confidential Information"). In case of doubt, Information shall be treated as Confidential Information. The Party disclosing Confidential Information is referred to herein as the "Disclosing Party" and the Party receiving Confidential Information is referred to herein as the "Receiving Party" as applicable under the circumstances. All of the Confidential Information shall only be used for Agreement-related purposes. The Receiving Party agrees that the Receiving Party will not at any time, directly or indirectly, disclose or make accessible any of the Disclosing Party's Confidential Information to any person or entity whatsoever.

9.2. Notwithstanding clause 9.1, each Party is entitled to make disclosures if:

- a. disclosure is required by law, by court or arbitral tribunal;
- b. disclosure is necessary to enforce this Agreement in legal proceedings;
- c. disclosure is expressly and in writing directed or authorized by the Disclosing Party;
- d. disclosure is necessary to obtain the advice of any professional adviser;
- e. disclosure is necessary within the relevant Disclosing Party.

10. Data Protection

For the purpose of this Agreement "Personal Data" includes any information relating to (i) an identified or identifiable natural person (which includes without limitation Personal Data of the parties' officers, directors, employees, consultants, constituents, members and partners) and (ii) an identified or identifiable legal person that is protected under any and all applicable data protection laws or regulations, including without limitation the General Data Protection Regulation (EU) 2016/679 and/or Swiss Federal Act on Data Protection of 19 June 1992 (Status as of 1 January 2014) (hereinafter "**Data Protection Laws**") to the extent applicable. The Parties hereby commits to duly comply with all its obligations with respect to the Personal Data under the applicable Data Protection Laws as applicable to it as data processor and/or data controller, which arise in connection with the Agreement.

11. Entire Agreement

This Agreement and the Letter of Intent dated 5 January 2021 (**Exhibit 4**) constitute the entire understanding between the Parties with respect to its subject matter and supersede all prior agreements, discussions or representations between the Parties relating to the Project and the Grant. Any modification of this Agreement must be in writing and signed by the authorized individuals on behalf of each Party.

12. No waiver

No failure by any Party to exercise, and no delay in exercising, any right under this Agreement, in the event of breach of contract by any Party hereto, will operate as a waiver of such right or any other right under this Agreement.

13. Amendment

This Agreement may be amended only by formal written Amendment executed by both Parties representatives.

14. Severability

If any provision of the Agreement should be found to be invalid or void, it will be replaced by a mutually agreed provision that represents the intention of the invalid or void provision as closely as possible. In any case, the invalidity or unenforceability of any provisions of the Agreement must not affect the validity or enforceability of any other provision of the Agreement, which must remain in full force and effect.

15. Partnership

Nothing in this Agreement or in the business relationship between the Parties must be construed as creating or implying a partnership, joint venture, employment, franchise, agency, or any other form of legal association between the Parties.

16. Independence of the Parties

Neither Party has any authority to enter into obligations on behalf of the other Party or to undertake any other action with third parties that would be binding on the other Party, unless expressly authorized to do so by such Party, in writing.

17. Communication with third parties

17.1. No Party may, in any circumstance, mention its relationship with the other Party in any sort of media vehicle without the previous and written authorization of the other Party. No Party may speak on behalf of the other Party.

17.2. No Party may use the name and/or the logo of the other Party without the other Party's prior written approval on the form, content and context of such use.

18. Assignment, Transfer and Pledge

The rights and obligations arising from the Agreement may not be assigned, transferred or pledged to third parties without the prior written consent of the other Party.

19. Governing law and jurisdiction

19.1. This Agreement is governed by and interpreted in accordance with the laws of The Netherlands.

19.2. Any dispute, controversy or claim arising out of, or in relation to, this Agreement, including its existence, validity and termination thereof, as well as any breach and non-contractual obligation, shall be resolved by arbitration in accordance with the PCA Arbitration Rules 2012 of the Permanent Court of Arbitration in force on the date on which the Notice of Arbitration is submitted in accordance with these Rules. The number of arbitrators shall be one. The seat of the arbitration shall be The Hague, The Netherlands. The language to be used in the arbitral proceedings shall be English.

AGREED AND SIGNED (signatures on the next page)

Identification: DG B&I / 21120358

The Dutch State, represented by the Minister of Economic Affairs and Climate Policy, also on behalf of the Minister of Agriculture, Nature and Food Quality



Place: 's-Gravenhage

Date: MAY 11th, 2021

World Economic Forum



Place:

Date: May 17, 2021 | 12:07 CEST

World Economic Forum



Place:

Date: May 12, 2021 | 18:29 CEST

Exhibit 1 - Budget

		Y1	Y2	Y3	3 year total
Personnel	Senior Programme Manager	170,000	170,000	170,000	510,000
Non-personnel:	Office rental	15,000	15,000	15,000	45,000
	Travel	16,810	16,810	16,810	50,430
	Forum standard of 7% (on the basis of € 217.000)	15,190	15,190	15,190	45,570
Admin Fee					
Total (Euro)		217.000	217.000	217.000	651,000

Exhibit 2 – Job description Executive Director GCS**Executive Director, Global Coordinating Secretariat – Job Description****I. Background**

The World Economic Forum's Food Systems Initiative and several partners have joined efforts a partnership based innovation structure to catalyze and support regional Food Innovation Hubs that will leverage the role of technology and broader innovation in support of a transformation agenda that leads to more inclusive, efficient, sustainable, nutritious and healthy food systems. In support of this agenda, several regional Food Innovation Hubs are in development in Africa, Latin America, ASEAN, India and Europe which will collectively support the strengthening of local innovation ecosystems that leads to: a) increased investments in inclusive and scalable technology solutions; b) equitable access to innovations for farmers to consumers; c) support the enabling environment through policy incentives, capacity building and knowledge; d) mitigate unintended consequences of technology innovations and improve the resiliency of food systems; and e) unlock institutional bottlenecks to scale impact for systemic change.

With support from the Dutch Government, World Economic Forum and other partners, a Global Coordinating Secretariat (GCS) for the regional Food Innovation Hubs is being launched as a neutral independent entity, physically hosted in The Netherlands, to support the coordination and implementation of the regional Food Innovation Hubs.

The overarching aim of the GCS will be to support the regional Food Innovation Hubs which are under development in several regions in order to meet the objectives and scale impact. In this regard, the GCS will aim to (i) catalyze new country Food Innovation Hubs and support the scaling of existing Food Innovation Hubs; (ii) coordinates and share learnings and knowledge among Food Innovation Hubs to build capacity and scale; (iii) leverage new partners and financing to support for the global network of Food Innovation Hubs; (iv) links global process and initiatives (e.g. UN Food Systems Summit 2021, Food Action Alliance); (v) support leadership development and media and communication activities for the global network of Food Innovation Hubs; (vi) provides a physical workspace/meeting facilities for representatives of the Global Coordinating Secretariat.

The GCS will start its activities as an agile core team of 3 persons and is expected to work in close collaboration with the regional Food Innovation Hubs, in both agenda setting, advocacy and facilitating (demand driven) roles. The GCS is therefore oriented towards a viable, sustainable and productive position in the international food innovation constellation and will request and secure additional flexible capacity if and when needed.

The activities of the GCS will be guided by a multi-stakeholder governance body that will provide strategic guidance and oversight on activities.

From the Dutch Ministry of Economic Affairs and Climate Policy, one FTE is seconded for three years to the WEF, to serve the Food Innovation Hubs initiative in the role of Executive Director GCS, to lead the Global Coordinating Secretariat (GCS) located in The Netherlands. The role will primarily involve: (a) lead in the acceleration strategy for strengthening and scaling of the regional Food Innovations Hubs and catalyze Hubs in new geographies; (b) ensure alignment and positioning of the regional Food Innovation Hubs to global processes and initiatives; (c) lead on fundraising activities for both regional Hubs and GCS; (d) build alliances, manage relationships and dialogues with Food Innovations Hubs governance mechanism; (e) develop measurement framework and communicating of impact against agreed aims and objectives; (f) develop a learning and knowledge agenda; (g) ensure effective service delivery for Hubs partners; and (h) lead a motivated dynamic team and manage the administrative operations of the GCS.

II. Key responsibilities:

- Strengthen regional Food Innovation Hubs:
 - Develop strategy and support to scale the work and agenda setting of existing Hubs being proposed in Asia, Africa, Latin America and Europe as well as work with local and global partners to catalyze new Hubs in new geographies
 - Develop clear value proposition, narrative and terms of engagement with Hubs in multiple geographies
- Fundraising and donor relations:
 - Leverage new resourcing and strengthen funding base to support both the GCS as well as the global network of Food Innovations Hubs through either financial or in-kind support
 - Manage donor relations including managing budgets and reporting related to grant funding
- Positioning through global processes and initiatives:
 - Position and ensure alignment with global processes and initiatives supporting the Sustainable Development Goals, such as UN Food Systems Summit 2021
 - Alleviate the profile of Food Innovation Hubs as a key gamechanger/flagship initiatives of the Food Action Alliance and Food Systems Summit 2021
- Governance:
 - Lead the dialogue and relationship management with senior leaders from government, private sector, multilateral organizations, civil society organizations, farmer organizations, and research institutes
 - Ensure alignment and close collaboration on scope of activities with governance bodies such as Steering Committee, Advisory Council, among others
- Measuring and communicating impact:
 - Develop and operationalize M&E strategy and frameworks to coordinate monitoring and measurement of impact of Hubs against agreed aims and objectives
 - Ensure quality of reporting to strengthen Food Innovation Hub's measurement of progress, impact and effectiveness to ensure achieving of results at scale
- Knowledge agenda:
 - Develop a knowledge and capacity building agenda that can support regional Hubs through content, learnings, and mentoring, enabling learnings between hubs based on regional needs and strengths.
 - Lead in the development of insights reports, case studies and toolkits that will support Hubs in scaling impact
- Service Delivery:
 - Ensure the services delivered by the GCS are aligned with the recognized needs of Food Innovation Hub's multiple partners (i.e., regional Hubs, farmers, private sector players, government agencies and the donor community)
- Team and administrative management:
 - Lead a team of dynamic members that will support the work of the GCS, focusing on building their skills and capacity to support multistakeholder partnerships
 - Manage the operations and day to day management of the GCS in The Netherlands delivering on goals and workplan.
- Relationship with WEF:
 - Maintain and develop a mutually supporting relationship with the World Economic Forum's Food Systems Initiative including work around galvanizing multistakeholder partnerships.
 - Alignment with the overarching goals of the WEF Food Systems Initiative programs and the goals of its affiliated public and private sector partners
 - The role may require carrying out specific instructions as required by the proposed governance bodies led by the Steering Committee of the Food Innovation Hubs, Advisory Council and others.

III. Qualifications:

- Minimum Master's Degree
- A minimum of 10 years of work experience in leadership positions in food and agriculture and innovation related fields, preferably with private sector and international experience and knowledge of broader food systems in emerging countries.
- A proven track record in securing funding and resourcing for development programs and experience in developing innovative resourcing models
- Dynamic systems leader with a clear and proven record in operational management, delivering results-oriented programs, preferably with experience in delivering multistakeholder partnerships.
- Strong connector and demonstrated experience in alliance building and ability to represent the GCS and the regional Food System Innovation Hubs in global Forums and to a wide ranging array of stakeholders
- Strong written and oral communications skills
- Effective management skills and experience of managing people and teams across geographies
- Ability to travel internationally
- High level of integrity and commitment to socio-economic development and food systems transformation
- Strong networking, social and interpersonal skills

Exhibit 3 - Audit protocol (see also unofficial translation exhibit 3a)**Controleprotocol beschikking tot (incidentele) subsidieverlening van de ministeries van Economische Zaken en Klimaat (EZK)****1. Uitgangspunten****1.1. Doelstelling**

Dit protocol heeft als doel het geven van aanwijzingen over de reikwijdte en de diepgang van de controle aan de accountant, belast met de controle van de door de subsidieontvanger bij het ministerie van Economische Zaken en Klimaat (EZK) in te dienen financieel verslag opgenomen in de aanvraag om subsidievaststelling. Financiële afrekening door EZK vindt plaats op basis van het in de aanvraag tot subsidievaststelling opgenomen financieel verslag als bedoeld in artikel 50 van het Kaderbesluit nationale EZ-subsidies, voorzien van een controleverklaring van de accountant.

1.2. Definities

- *Accountant*: een registeraccountant of Accountant-Administratieconsulent als bedoeld in artikel 393, eerste lid, van Boek 2 van het Burgerlijk Wetboek aan wie de subsidieontvanger de opdracht heeft toegekend de aanvraag tot subsidievaststelling te controleren.
- *Subsidieontvanger*: een natuurlijke of rechtspersoon of diens gemachtigde aan wie namens EZK een subsidie is verstrekt.
- *Controleverklaring*: een schriftelijke verklaring van de accountant inhoudende een oordeel over de juistheid, de volledigheid en de financiële rechtmatigheid van een aanvraag tot subsidievaststelling.

1.3. Wet- en regelgeving

Voor de controle van het financieel verslag is de volgende wet- en regelgeving van toepassing:

- de voorwaarden en verplichtingen die in de (bijlagen bij) de beschikking tot subsidieverlening (of wijzigingen daarin) tot toetsingskader voor de accountant worden benoemd, voor zover dit de door hem te controleren financiële rechtmatigheid van het verslag betreft;
- indien de subsidieontvanger een aanbestedende dienst is volgens artikel 1.1 van de Aanbestedingswet 2012: de Aanbestedingswet 2012, het Aanbestedingsbesluit en de Gids Proportionaliteit.

Bij de uitvoering van de controle stelt de accountant vast dat:

a. in het financieel verslag:

1°. geen kosten als subsidiabel zijn opgenomen die niet voor subsidie in aanmerking komen op grond van het toetsingskader in de beschikking tot subsidieverlening;

2°. uitsluitend kosten als subsidiabel zijn opgenomen die zijn gemaakt binnen de subsidiabele periode en voor rekening komen van de subsidieontvanger;

b. de subsidieontvanger opgave doet van alle opbrengsten, waaronder subsidies, waarmee het programma / de activiteit waarop de subsidie betrekking heeft, mede is gefinancierd;

c. ingeval de subsidie strekt tot uitvoering van een project, kosten en opbrengsten aantoonbaar zijn gemaakt in het kader van de uitvoering van het projectplan en in overeenstemming met de bijbehorende projectbegroting waarop de beschikking tot subsidieverlening betrekking heeft.

2. Controleaanpak**2.1. Eisen voor de controleaanpak**

De controle moet voldoen aan de controlestandaarden die onderdeel zijn van de nadere voorschriften Controle- en overige standaarden (NV COS), die door de Koninklijke Nederlandse Beroepsorganisatie van Accountants (NBA) zijn vastgesteld.

Voor de controle van aanbestedende diensten geldt dat bij aanbestedingen boven de Europese drempelbedragen voor de financiële rechtmatigheid van de in het financieel verslag opgenomen kosten de in dit protocol opgenomen goedkeuringstoleranties worden gehanteerd.

2.2. Materialiteit: goedkeuringstoleranties en gewenste zekerheid

Bij zijn oordeelsvorming over de naleving van de subsidievoorwaarden streeft de accountant naar een redelijke mate van zekerheid. Indien dit begrip voor het gebruik van statistische technieken gekwantificeerd moet worden, wordt een betrouwbaarheid van 95% gehanteerd.

Een controleverklaring met een goedkeurende strekking impliceert dat, gegeven eerder genoemde betrouwbaarheid, de maximale afwijking niet groter is dan één procent en de maximale onzekerheid niet groter is dan drie procent van het totaalbedrag aan subsidiabele kosten dat in het financieel verslag wordt verantwoord. De hierna vermelde goedkeuringstoleranties zijn in dit kader van toepassing.

Aard van de aangelegenheid	Controleverklaring			
	Goedkeurend	Met beperking	Oordeelonthouding	Afkeurend
Afwijkingen in het financieel verslag (fouten)	< 1%	≥ 1% en < 3%	N.v.t.	≥ 3%
Het niet in staat zijn om voldoende en geschikte controle-informatie te verkrijgen (onzekerheden in de controle)	< 3%	≥ 3% en < 10%	≥ 10%	N.v.t.

Voor de financiële rechtmatigheid worden alle geconstateerde fouten die van invloed zijn op de hoogte van de vaststelling van subsidie, voor zover mogelijk door de subsidieontvanger gecorrigeerd. Hierbij is het niet van belang of de tolerantiegrenzen worden overschreden.

Indien de accountant zowel fouten in de verantwoordingsinformatie als onzekerheden in de controle aantreft, dan weegt hij deze bij zijn oordeelsvorming altijd in onderlinge samenhang.

3. Verslaglegging

De accountant legt de uitkomsten van de controle vast in een controleverklaring. Hiervoor wordt de meest actuele NBA-voorbeeldtekst in de Handleiding Regelgeving Accountancy, deel 3, sectie II, hoofdstuk 10.3: 'Controleverklaring bij een subsidiedeclaratie in de (semi)publieke sector' als basis gehanteerd. In de verklaring dient te staan dat de accountant dit accountantsprotocol heeft gevolgd.

4. Reviewbeleid

De Auditdienst Rijk (ADR) kan een review uitvoeren op de uitgevoerde accountantscontrole op deze subsidie. De accountant, die de subsidiecontrole heeft uitgevoerd, verstrekt de ADR desgevraagd alle inlichtingen en bescheiden¹.

¹ Krachtens de Comptabiliteitswet 2016 (artikel 6.3) heeft EZK bij rechtspersonen, commanditaire vennootschappen, vennootschappen onder firma en natuurlijke personen die een beroep of bedrijf uitoefenen aan wie door de Staat of een derde voor rekening of risico van de Staat rechtstreeks of middellijk een subsidie, een lening of garantie wordt verstrekt het recht kennis te nemen van (interne) jaarrekeningen, jaarverslagen en daaraan toegevoegde overige gegevens, verantwoordingen, gegevens en documenten nodig voor vaststelling van subsidies, leningen en garanties en verslagen van onderzoeken van accountants hiernaar en naar aanleiding hiervan nadere inlichtingen in te winnen en is EZK bevoegd inzage te vorderen in de controledossiers van de accountant die de betreffende bescheiden heeft gecontroleerd om te bepalen of bij de vaststelling kan worden gesteund op de door deze accountant uitgevoerde controle. Met betrekking tot het verlenen van inzage in het controledossier kan de accountant zich niet beroepen op de omstandigheid dat hij op grond van andere bij of krachtens de wet opgelegde verplichtingen tot geheimhouding is verplicht van in dit dossier opgenomen vertrouwelijke gegevens. EZK is bevoegd van stukken inzake de betreffende controle uit de controledossiers kopieën te maken.

Exhibit 3a - Audit protocol unofficial translation**1. Principles****1.1. Objective**

The purpose of this protocol is to provide instructions on the scope and depth of the audit to be performed by the auditor responsible for auditing the financial report submitted by the grant recipient to the Ministry of Economic Affairs and Climate Change (EZK) in the application for the determination of the grant. Financial settlement by EZK takes place on the basis of the financial report referred to in Article 50 of the Framework decree on national EZ subsidies, included in the application for the determination of the grant, and accompanied by an auditor's statement.

1.2. Definitions

- Auditor: a chartered accountant or accountant-administration consultant as referred to in Article 393(1) of Book 2 of the Dutch Civil Code whom the grant recipient has instructed to audit the application for the determination of the grant.
- Subsidy recipient: a natural or legal person or their representative to whom a subsidy has been granted on behalf of EZK or LNV.
- Audit opinion: a written opinion of the accountant containing an opinion about the accuracy, completeness and financial legitimacy of an application for the determination of a subsidy.

1.3. Legislation and regulations

The following legislation and regulations apply to the audit of the financial report:

- the conditions and obligations referred to in the (annexes to) the grant award decision (or amendments thereto) as a framework for the auditor's assessment, insofar as this relates to the financial legitimacy of the report to be audited by him;
- if the grant recipient is a contracting authority under Article 1.1 of the 2012 Procurement Act: the 2012 Procurement Act, the Procurement Decree and the Guide to Proportionality.

In performing the audit, the auditor shall determine that:

a. in the financial report:

- 1°. does not include costs as eligible that are not eligible for subsidy on the basis of the assessment framework in the decision to grant a subsidy
- 2°. only costs which were incurred within the subsidy period and are borne by the subsidy recipient are included as eligible costs;

b. the grant recipient indicates all proceeds, including subsidies, which have helped finance the programme/activity to which the subsidy relates;

c. in the event that the subsidy relates to the implementation of a project, costs and revenues have been demonstrably incurred in the context of the implementation of the project plan and in accordance with the associated project budget to which the decision to grant the subsidy relates.

2. Audit Approach

2.1. Requirements for the audit approach

The audit must comply with the auditing standards which are part of the Further Regulations on Auditing and Other Standards (NV COS), established by the Royal Netherlands Institute of Chartered Accountants (NBA).

For the audit of contracting authorities, in the case of tenders above the European threshold amounts, the approval tolerances included in this protocol are used for the financial legitimacy of the costs included in the financial report.

2.2. Materiality: approval tolerances and desired assurance

When forming an opinion on compliance with the subsidy conditions, the accountant aims for a reasonable degree of certainty. If this concept has to be quantified for the use of statistical techniques, a reliability of 95% is used.

An unqualified audit opinion implies that, given the aforementioned reliability, the maximum mentioned reliability, the maximum deviation should not exceed one percent and the maximum uncertainty should not exceed three percent of the total amount of eligible costs accounted for in the financial report. The approval tolerances listed below apply in this context.

Nature of the matter	Statement of Control			
	Approving	With qualification	Judgment Disqualification	Disapproving
Discrepancies in the financial report (errors)	<1%	≥ 1% and < 3%	n/a	≥ 3%
Inability to obtain sufficient and appropriate audit evidence (audit uncertainties)	<3%	≥ 3% and <10%	≥ 10%	n/a

For financial regularity, all errors found that affect the amount of the subsidy determination are corrected by the subsidy recipient as far as possible. It is not important whether the tolerance limits are exceeded.

If the auditor finds both errors in the accounting information and ~~uncertainties in the audit~~, he always weighs them together when forming his opinion.

3. Reporting

The auditor records the results of the audit in an audit report. The most recent NBA model text HRA 3 section II chapter 10.3: "Audit report on a grant declaration in the (semi) public sector" is used as a basis for this. The statement should state that the auditor has followed this audit protocol.

4. Review Policy

The Audit Department of the National Government (ADR) may conduct a review of the audit conducted on this grant. The auditor, who performed the grant audit, will provide the ADR with all information and documents upon request².

² Pursuant to the Comptabiliteitswet 2016 (Article 6. 3), EZK has the right to inspect the (internal) annual accounts, annual reports and other information, accounts and documents added to these on behalf of or at the risk of the State and natural persons exercising a profession or business to whom the State or a third party directly or indirectly provides a subsidy, a loan or a guarantee, and to obtain further information about these, and on the basis of this, to investigate the information and documents necessary for the determination of grants, loans and guarantees and reports of examinations by auditors in this regard and to obtain further information in connection with these and EZK shall be authorized to inspect the audit files of the auditor who audited the relevant documents in order to determine whether the determination can be based on the audit performed by this auditor. With regard to the provision of access to the audit file, the auditor may not invoke the fact that he is obliged to observe secrecy regarding confidential information contained in this file on the basis of other obligations imposed by or pursuant to law. EZK is authorized to make copies of documents relating to the audit in question from the audit files.

Exhibit 4 - Letter of Intent

DocuSign Envelope ID: AB1E7357-7A33-43E0-9CD1-8B036732067C

LETTER OF INTENT

This Letter Of Intent ("LOI") takes effect on and is entered into by and between World Economic Forum ("WEF"), a not-for-profit foundation headquartered in 91-93 Route de la Capite, CH-1223 Cologny/Geneva, Switzerland, and the Ministry of Economic Affairs and Climate Policy in The Netherlands, located at Bezuidenhoutseweg 73, 2594 AC 's-Gravenhage, the Netherlands hereon "the Participants" to lay down the intention of the Participants to create a Global Co-ordinating Secretariat ("GCS") for the global network of Food Innovation Hubs in the Netherlands.

This LOI details the intended initial scope and basis of the GCS. This LOI is non-binding and represents the intent of the Participants only. The Participants agree and accept to replace this LOI with a separate legally binding collaboration arrangements that will define and formalize the operations and activities of the GCS for the global network of Food Innovation Hubs.

1. THE OVERALL GOAL is to forge a unique collaboration between both Participants firstly, focusing on the successful establishment of the GCS in the Netherlands to catalyse the global success of the partnership-based innovation structure. This partnership based innovation structure consisting of a GCS and a network of regional innovation hubs, is aiming to provide support to strengthen local innovation ecosystems and by doing so is envisioned to strengthen food systems to deliver better, faster, more nutritious food, inclusive growth, environmental sustainability and climate resilience, through public-private partnerships and international trade and innovation, in line with the UN Sustainable Development Goals.
2. THE GCS: aims to (i) catalyse new regional and country Food Innovation Hubs and support the scaling of existing Food Innovation Hubs; (ii) coordinates and shares learning among Food Innovation Hubs (process and initiative development); (iii) facilitates bringing in new partners and financing; (iv) links global process and initiatives (e.g. UN Food Systems Summit 2021, Food Action Alliance); (v) leadership & communication for the global network of Food Innovation Hubs; (vi) provides a physical workspace/meeting facilities for representatives of the partner based innovation structure.
The activities of the GCS will be guided by a multi-stakeholder governance body of either the Partners Group or Steering Committee including its donors.
3. BOTH PARTICIPANTS UNDERTAKE TO (i) setup a taskforce with a core team of representatives assigned or recommended by the Participants to support the transition; (ii) work towards setting up a multi-stakeholder governance framework for an independent neutral GCS with agreement on the scope and the activities of the GCS, and collaboration with the regional Food Innovation Hubs; (iii) agree on a roadmap towards attracting international partners and financial or in kind support for the Food Innovation Hubs; (iv) set up an arrangement on the financial construction and support for the GCS; (v) agree on the Netherlands as location for the GCS; (vi) roadmap and timelines for 2nd phase of development of the GCS with the intention to kick off in January 2021.

4. World Economic Forum: an independent international organization playing a crucial role in worldwide public-private cooperation. Its transformation agenda with aspirational goals for food systems to be sustainable, inclusive, efficient, nutritious and healthy. The WEF's launch of the *"Innovation with a Purpose Initiative"* in 2018 has resulted in a network of regional Food Innovation Hubs connecting multiple ecosystem players – business, governments, civil society, research institutes, farmer organizations and innovators – to foster partnerships specifically to scale food systems innovation. Overall ambition is that this will result in bigger, faster scaling of critical innovations for food and agriculture sector, thanks to greater collaboration, investment, capacity building and institutional support. Addressing institutional bottlenecks globally now requires the need for further coordination in the form of a GCS.
5. THE NETHERLANDS OFFERS AN INCLUSIVE GLOBAL NETWORK, KNOWLEDGE AND SUPPORTING POLICIES: The Dutch innovation- and agricultural policy are very much in line with the topics that are considered crucial by WEF for Food System Transformation. The Netherlands have put in place a so-called mission driven innovation policy. In the area of Agri&Food, missions have been defined in line with the SDG's addressing topics like of sustainability, circular agriculture, safe, healthy and affordable food for all, climate neutrality as well as consumer behaviour. There is special attention for development and implementation of key enabling technologies eg. Digitalisation, Artificial Intelligence, Internet-of-Things, biotechnology and micro- and nanotechnology in the Agri&Food sector. In order to connect the Dutch innovation ecosystems with other ecosystems worldwide and innovate together the Netherlands has put in place an extensive global network of innovation attachés and agricultural counsellors.
6. HOSTING THE GLOBAL COORDINATING SECRETARIAT: As the goals of the Dutch policy and activities are very much in line with those of the Forum's food systems initiative, The Netherlands offers to host the GCS as a neutral independent entity and the WEF accepts to work towards an agile, flexible structure, focussing on key needs and partners capabilities. The Participants envision the establishment of a multi-stakeholder governance mechanism such as the Partners Group or Steering Committee that will guide the governance and activities of the GCS and leverage additional financial or in-kind support in support of the Hubs network. This governance mechanism will not only enable the GCS to coordinate and support the regions, but also support the development and strengthening of the network of regional and country Food Innovation Hubs.
7. THE TERMS OF THE LOI: A. This LOI shall be effective from the execution day, which is the date that the LOI has been signed by both Participants. The term of this LOI shall expire one year from the effective date of the LOI, upon the signing of an agreed upon separate collaboration agreement, or upon premature termination, whichever occurs first. B. Each Participant is entitled to terminate this LOI at any time by written notice to the other Party, without the terminating Participant being liable for compensation towards the other Participant in respect of such premature termination and/or discontinued negotiations. Such premature termination shall have no effect on contracts already signed before such termination.

Identification: DG B&I / 21120358

DocuSign Envelope ID: AB1E7357-7A33-43E0-9CD1-8B036732067C

8. **NON-BINDING NATURE OF LOI:** Participants agree that this LOI is not intended to create a legally binding contractual relationship between the Participants but to exclusively work towards the establishment of the GCS in the Netherlands.
9. **APPLICABLE LAW AND JURISDICTION:** this LOI is exclusively governed by Dutch law and jurisdiction.
10. **THE ANTICIPATED OUTCOME** for both Participants is the establishment of the WEF GCS in the Netherlands.

IN WITNESS WHEREOF, the duly authorized representatives of the Participants hereby execute this Letter of Intent as the date first written above.

The Minister of Economic Affairs and Climate Policy, also on behalf of the Minister of Agriculture, Nature and Food Quality, the Netherlands



Signature

Eric Wiebes

18/12

Date

World Economic Forum, Switzerland



January 5, 2021 | 04:33 PST

Date

World Economic Forum, Switzerland



January 5, 2021 | 13:00 CET

Date