



World Economic Forum Geneva

(10)(2e)

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**Inclusive Green Growth
Department**

Food and Nutrition Security

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Contact

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(10)(2e) @minbuza.nl

Our reference

MINBUZA-2019.176431

Date 19 March 2019

Re Decision for the Food System Initiative – Shaping the Future of Food;
Application no. 4000002396

Dear (10)(2e)

Thank you for your grant application for the World Economic Forum – Food System Initiative – Shaping the Future of Food, which I received on 19 September 2018 and which was last amended on 14 February 2019. Your application has been saved in my records under number 4000002396. My decision on your application is set out in this letter dated 19 March 2019.

1. Decision

I have decided to award you a grant of up to USD 1,600,000.-. This amount also covers any taxes you may have to pay, including value-added tax (BTW). The grant is based on 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 and 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 grant application and activity plan and budget.

Implementation of the activities for which the grant is intended will start 1 January 2019 and must be completed by 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. Any funds not spent will be reclaimed.

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(s) 5.1 of the Ministry of Foreign Affairs Grant Regulations 2006;
- the General Administrative Law Act, in particular title 4.2 (Grants);

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.

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. The notification requirement in any case applies if you expect that at least 25% of the next instalment, according to the payment schedule in section 5, will not be spent in the period to which the payment applies, taking account of any funds remaining from previous instalments.

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 activities supported. The following table indicates the type of plans and reports required, when they must be submitted and for what period. They are described in more detail below.

In accordance with the Ministry of Foreign Affairs' IATI Publication Guidelines, the narrative reports you provide on the activities financed must comply with the International Aid Transparency Initiative (IATI) standards. The other reports and plans do not need to be IATI-compliant and must be submitted in PDF format to IGG-reports@minbuza.nl, with a cc to the contact person named in section 8.

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Type of report	Period covered	Deadline
Annual plan and annual budget	2020 2021	1 November 2019 1 November 2020
<p>Narrative progress report consisting of:</p> <p>1. Updates on progress in accordance with the IATI standard described in the Ministry of Foreign Affairs' IATI Publication Guidelines.</p> <p>2. An annual analytical narrative progress overview, drawn up in accordance with the IATI standards described in the Guidelines, to be published in IATI under 'related documents/document link'.</p> <p>3. A final analytical narrative progress overview, drawn up in accordance with the IATI standards described in the Guidelines, to be published in IATI under 'related documents/document link'.</p>	<p>Periodically in accordance with the IATI standard</p> <p>2019 2020 2021 (Annually)</p> <p>2019 – 2021 (Entire project duration)</p>	<p>To be published in IATI no later than three months after the end of the quarter</p> <p>1 April 2020 1 April 2021 1 April 2022</p> <p>1 April 2022</p>
Annual financial progress report	2019 2020	1 April 2020 1 April 2021
Final financial report	2019-2021 Entire project duration	1 April 2022

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Annual plan and annual budget

Initial budget, plan and liquidity forecast

For the first period from 1 January 2019 to 31 January 2019 the plan, budget and liquidity forecast submitted with your application will form the basis for the activities to be implemented by you.

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.

Narrative progress reports

In accordance with the instructions laid down in the Ministry of Foreign Affairs' IATI Publication Guidelines ('the Guidelines'), published on <https://www.government.nl/documents/publications/2015/12/01/open-data-and-development-cooperation> on 1 December 2015, the narrative reports you provide on the activities financed must comply with the International Aid Transparency Initiative (IATI) standards.

In accordance with the Guidelines, you must publish narrative updates on progress on the activities.
For this activity use the following activity identifier in IATI: XM-DAC-7-PPR-4000002396.

The updates and the annual and/or final analytical overview(s) jointly comprise the narrative progress report. As grant recipient, you must vouch that the data provided are accurate and up to date. The data will be used to assess the progress of the supported activities. You should immediately notify me via my contact person (see section 8), in writing, should any unexpected problems and/or delays occur in your IATI-compliant reporting.

The narrative data will be assessed at least once a year. You will be provided with feedback.

Annual financial progress report

The annual financial report must include an aggregate overview OR 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. Explanations should be provided per budget item for any substantial deviations from the original budget.

Final financial report

A final financial report should contain the information needed to determine the definitive amount of the grant. The report must contain an aggregate 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 report must cover the entire grant period and be laid out in the same way as the budget. An explanation must be provided for all budget items that differ substantially from the budgeted revenue and expenditure.

Record-keeping requirements

You are required to keep records of the following: the rights and obligations relevant for determining the grant amount, and the revenues and expenditures. The records and accompanying documentation must be retained for seven 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, such as the reporting obligations given in table 1 of section 3, or failure to fully implement any of the activities may lead me to demand repayment of the grant in whole or in part.

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In such a case, my obligation to make prepayments will be suspended. You will therefore not be entitled to compensation of statutory interest if the payment date is exceeded.

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I would also note that the ministry maintains a misuse register with a view to countering misuse of grant funding.

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5. Payment schedule

You will receive a prepayment of up to 95% of the grant amount.
The first instalment of USD 560,000.- will be paid within six weeks of the date of this decision.
Further instalments will be paid at 12-monthly intervals.

Payment date	Amount
December 2019 / January 2020	USD 630,000.-
December 2020 / January 2021	USD 330,000.-
Final tranche (Max. after determination of the definitive grant amount)	USD 80,000.-
Total (maximum)	USD 1,600,000.-

Failure to comply with the conditions attached to the grant, such as the reporting obligations given in table 1 of section 3, or failure to fully implement any of the activities may lead to prepayments being suspended. You will therefore not be entitled to compensation of statutory interest if the payment date is exceeded.

If you have performed the activities for which the grant was awarded and have fulfilled all the obligations attached to the grant, you will receive the outstanding amount of USD 80,000.- after the definitive grant amount has been determined.

All instalments will be paid by bank transfer to your account, number (10)(2g) (10)(2g), quoting 4000002396. 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 project 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. 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 account number (10)(2g) ING Bank (10)(2g) account name Ministerie van Buitenlandse Zaken, quoting reference number 400002015.

7. Other obligations

a. Any agreements with third parties regarding the implementation of the subsidised activities must be laid down in writing. Your organisation's policy regarding the prefinancing of implementing organisations must 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 funds or interest on funds may be used for capital formation or an equalisation reserve.

c. I am entitled to make use, free of charge, for the purpose of (insert a phrase describing the objectives of the grant in question), of all documents and other products produced in connection with this grant to which you may have intellectual property rights. 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 am 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, I will hold consultations with you. On the basis of such consultations, 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. 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 or part thereof.

i. When spending the grant and during the activities for which this grant has been awarded, you must refrain from conduct that is punishable and/or 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.

j. 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.

8. Details of contact person

If you have any questions about this decision, contact (10)(2e) ;
(10)(2e) @minbuza.nl.

Grant recipient's contact details:

Name organisation: World Economic Forum

Name: (10)(2e)

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

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I wish you every success in implementing the activities.

Yours sincerely,

The Minister for Foreign Trade and Development Cooperation,

(10)(2e)

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, Postbus 20061, 2500 EB Den Haag. 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.

Arrangement on Delegated Cooperation (negotiated template)

- This is a common template for arrangements on delegated cooperation adopted by the following Nordic Plus members: Denmark, DFID, Finland, Ireland, the Netherlands, Norway and Sida.
- Together with the Nordic Plus Practical Guide on Delegated Cooperation the template is an important tool when Nordic Plus members enter into delegated cooperation arrangements. However, the template only serves as a starting point in the drafting process. It is important that the end result of the drafting process fits the particularities of each cooperation.
- The Arrangement should preferably be entered into at ministry or agency level. If there are more Donors than two, insert the additional Donors' names in the heading. The template presupposes that the commitments between the Lead Donor and the Partner country are laid down in a "Project Arrangement". Lead Donors who prefer entering into "Agreements" with the Partner country instead of "Arrangements" when being Lead Donor, should replace "Project Arrangement" with "Project Agreement" at relevant places in the template.

Arrangement on Delegated Cooperation between the Norwegian Ministry of Climate and Environment (MCE), and the UK Foreign, Commonwealth & Development Office (FCDO) and the Ministry of Foreign Affairs of the Netherlands (DGIS) regarding support to *Tropical Forest Alliance Phase 3*

(MCE Ref. 21/1377, FCDO Purchase Order 40127228)

WHEREAS the World Economic Forum (WEF) (the Grant Recipient) has requested FCDO, DGIS and MCE (the Donors) to support Tropical Forest Alliance Phase 3 (the Project);

WHEREAS the Donors have decided to comply with the request, and wish to channel their support through the Norwegian Ministry of Climate and Environment (MCE) (the Lead Donor), who will take on the responsibility of acting on behalf of FCDO and DGIS (the Co-Donors) as specified in this arrangement on delegated cooperation (this Arrangement);

WHEREAS the Lead Donor will enter into an arrangement with WEF (the Project Arrangement) regarding support to and implementation of the Project;

WHEREAS respect for human rights, democratic principles, the rule of law and good governance will form the basis of the cooperation and constitute essential elements of this Arrangement and the Project Arrangement;

NOW THEREFORE the Donors have reached the following understanding:

Paragraph I Scope and objectives

1. This Arrangement sets forth common provisions and procedures for the delegated cooperation between the Donors regarding their support to the Project. The objective of the Arrangement is to improve donor coordination and harmonisation through delegated cooperation, thereby reducing the administrative burden of WEF and enhancing the efficiency of the Donors' development cooperation.
2. The scope of the Project as well as the provisions for the Donors' support to the Project towards WEF will be defined in the Project Arrangement which the Lead Donor will enter into with WEF. The Project Arrangement will clearly state the Donors' co-financing of the Project and the Lead Donor's authority to represent the Donors in accordance with this Arrangement. The Co-Donors will carry no responsibility or liability towards WEF for the implementation of the Project Arrangement.

Before entering into the Project Arrangement, the Lead Donor will submit a copy of the final draft Project Arrangement to the Co-Donors for approval. The same applies in respect of any amendments to the Project Arrangement, which will also be subject to consultations, see Paragraph III, Section 3. Further, the Lead Donor will submit a copy of this Arrangement to WEF as soon as it has been entered into.

3. 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, incl. 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.
4. The Lead Donor will immediately and without undue delay inform the other Donors of any event which interferes or threatens to materially interfere with the successful implementation of the Project including credible suspicion of or actual fraud, corruption, terrorist financing or any other financial irregularity or impropriety.
5. In the event of any credible indications that the Donors funds may have been subject to financial irregularities, any of the Donors may at any time during the period of this arrangement and up to five years after the end of the Project, arrange for additional fraud investigations, on-the spot checks and / or inspections to be carried out. These may be carried out by the Lead Donor, or any authorized representatives of the Donors after agreement with the Lead Donor.
6. The Donors have a zero tolerance for inaction approach to tackling sexual exploitation, abuse and sexual harassment ("SEAH") and agree that the terms set out in Annex 1 will be included in the Project Arrangement with the Grant Recipient

Paragraph II Contribution 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 support the Project in the period July 1st 2021 to June 30th 2024:

		Year 1	Year 2	Year 3	Total
Norway, MCE	NOK	16,000,000	14,000,000	5,000,000	35,000,000
UK, FCDO	GBP	750,000	750,000	500,000	2,000,000*
Netherland, DGIS	CHF	1,600,000	1,000,000	1,000,000	3,600,000
Illustrative total**	CHF	4,300,000	3,480,000	2,180,000	9,960,000
WEF/TFA request***	CHF	4,310,096	3,488,894	2,181,304	9,980,294

* Final disbursement from FCDO by 31st July 2023.

** Illustrative total included to allow for an approximate comparison between commitment and WEF/TFA budget request. Based on exchange rates GBP (11.60) and CHF (9.15) to NOK, May 2021 (rounded figures). This is not a commitment; **all commitments are per donors preferred currency only (bold figures)**. The accumulated total will hence depend on exchange rates at the day of payment and cannot be a fixed commitment. Under the same assumptions and qualifications, UK contributes approximately 26% to the total commitment, Nederland 36% and Norway 38%.

*** As per WEF/TFA project proposal.

The annual breakdown is tentative, based on submitted project budget from WEF.

2. Upon completion of the Project any remaining Project funds on the bank account of the Lead Donor mentioned in Paragraph IV, Section 2, including any unspent interests and funds returned from WEF according to the Project Arrangement will be refunded on a proportional basis unless otherwise decided by the Donors.

Paragraph III Cooperation and representation

1. The Lead Donor will administer the Contribution and follow up the Project towards WEF in accordance with the stipulations in the Project arrangement and the Lead Donor's prevailing general principles and guidelines for development assistance.
2. The Lead Donor will consult with the Co-Donors in case fundamental changes which adversely affect the Project occur and before making any decision of principle regarding the Project, e.g. before suspension or termination of, or amendments to, the Project Arrangement.
3. The Donors will meet once a year (the Annual Donor Meeting) no later than one week prior to annual meeting called for by WEF (November each year) in order to discuss the progress of the Project and the cooperation between the Donors. The documentation submitted according to Paragraph V will form the basis for the discussions. The meeting will be called and chaired by the Lead Donor. The Lead Donor will draft minutes from the meeting, and send the draft for comments and approval to the Co-Donors within two weeks after the meeting. Moreover, the Co-Donors may at any time request a meeting with the Lead Donor to discuss the progress and plans of the Project and the cooperation between the Donors.
4. Subject to applicable law the Co-Donors 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 Project. Further, the Lead Donor will obtain from WEF any information or documentation relating to the Project that the Co-Donors may reasonably request.
5. All communication regarding this Arrangement will be directed to:

For the Lead Donor: The Norwegian Ministry of Climate and Environment,
postmottak@kld.dep.no, marked "21/1377 Support to TFA Phase 3".

For the Co-Donor: DGIS, (10)(2e)
 (10)(2e) @minbuza.nl

For the Co-Donor: (10)(2e) Natural Resources Team,
 (10)(2e) @fcdo.gov.uk

Paragraph IV Disbursements

1. Disbursements from the Co-Donors to the Lead Donor will be made semiannually, by 31st August and 28th February, depending on the progress and performance to date and the liquidity needs of the Project the coming period of six months. Upon receiving disbursement requests from WEF the Lead Donor will submit written disbursement requests to the Co-Donors minimum two weeks before the deadline. Such a request from the Lead Donor will contain the information received in the disbursement request from WEF and an overview of total donor contributions to the Lead Donor, total disbursements to WEF, and total actuals (as received by WEF) in CHF.

Unless otherwise decided each Donor's annual contribution to disbursement to WEF will be proportional among the Donors.

2. The Co-Donors will disburse its contribution to the Lead Donor's bank account upon approval of the disbursement requests from the Lead Donor. The Lead Donor will immediately in writing acknowledge receipt of the contribution. Upon receiving the Co-Donor's contribution, the Lead Donor will disburse the contributions to WEF.

Paragraph V Reporting

1. Within one week before the Annual Donor Meeting the Lead Donor will submit to the Co-Donors for information a copy the following documentation which WEF has

submitted for the forthcoming annual meeting with the Donors:

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

Within the same deadline the Lead Donor will submit to the Co-Donors for information:

- Lead Donor's assessment of the above mentioned documentation
- Lead Donor's draft points for the meeting with WEF highlighting key issues and strategic matters which the Lead Donor suggests to discuss with WEF.

The above-mentioned provisions will apply correspondingly to the final report, the final financial statements and the final audit report from WEF.

2. The Lead Donor will further submit to the Co-Donors for information, as soon as it is available, a copy of the agreed minutes from the annual meeting with WEF.
3. If a review or evaluation of the Project is carried out, the following will be submitted to the Co-Donors for information:
 - prior to the review/evaluation a copy of the draft Terms of Reference
 - a copy the review/evaluation report
 - any comments by the WEF to the report
 - the Lead Donor's assessment of the report and suggestions to any follow up actions.
4. Together with the disbursement request for the co-donors, and following the deadlines in Paragraph IV, Section 1, the Lead Donor will submit to the Co-Donors financial statements showing, funds received from the Co-Donors, funds disbursed to WEF, and the balance of the Contribution carried over to the following year. The financial statements will be in NOK and calculated equivalent in CHF. The Co-donors will receive an letter of approval of the annual progress and financial reports including the amount of the accounted expenditures in the currency in which the Co-donors has paid (including a calculation).

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, or will not be, used and/or accounted for by WEF as described in the Project Arrangement, 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 Project 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 Project Arrangement and this Arrangement.
2. If the Donors are unable to reach a joint position on how to handle the matter, each 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, each Co-Donors 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(s) 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 Project Arrangement, including (partially) cancel the Project Arrangement. In case of cancellation of this Arrangement by one or more of the Donors, the Donors will consult with each other and WEF on how to bring the Arrangement to an orderly end in respect of the cancelling Donor(s). Any amount corresponding to the contribution by the cancelling Donors which remains unspent by WEF will be returned to that/those Donors immediately and unconditionally unless otherwise decided by the Donors.

In respect of unspent funds in the possession of WEF the Lead Donor will exercise its best efforts in reclaiming the cancelling/reclaiming Donors contribution from WEF. However, the Lead Donor will not cover/reimburse any amounts which are not repaid by WEF or which have been irrevocably committed in good faith to any third party.

Paragraph VII Duration - Disputes

1. The delegated cooperation under this Arrangement will start on the date it is signed by the Donors, and will end on 31st June 2024 unless the Donors decide to change the date.
2. Each Donor may terminate this Arrangement upon four months written notice to the other Donors. Paragraph VI, Section 4 will apply accordingly.
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.

The undersigned have signed the Arrangement in three originals in the English language.

Date the 24 day of June of 2021.

For MCE

For FCDO

(10)(2e)

(10)(2e)

(10)(2e) Natural Resources Team

For DGIS

(10)(2e)

ANNEX 1– JOINT DONOR LANGUAGE ON SEAH

1. The Donors have a zero tolerance for inaction approach to tackling sexual exploitation, abuse and harassment (“SEAH”).^[1] This means the Grant Recipient, and its implementing partners, will take all reasonable and adequate steps to prevent SEAH of any person linked to the delivery of the Project Arrangement by both its employees and any implementing partner and respond appropriately when reports of SEAH arise. The Grant Recipient must apply the IASC Six Core Principles Relating to Sexual Exploitation and Abuse and the following principles and practices when implementing this project and provide evidence to demonstrate this where required:

- a) Adherence to the IASC-Minimum Operation Standards and/or SEA elements of the Core Humanitarian Standard on Quality and Accountability;
- b) A survivor-centred approach^[2] to SEAH issues;
- c) Strong leadership and signalling on tackling SEAH;
- d) Make all reasonable and adequate efforts to address gender inequality and other power imbalances;
- e) Robust reporting to enhance accountability and transparency;
- f) Ensure that SEAH standards from this arrangement are reflected in funding templates with implementing partners, [for UN entities: by means such as, but not limited to, adherence to the United Nations Protocol on Allegations of Sexual Exploitation and Abuse Involving Implementing Partners.]

2. The Grant Recipient will adhere to the following reporting requirements:

- a. The Grant Recipient will promptly contact the Donors through written notice to reportingconcerns@fcdo.gov.uk, Postmottak@kld.dep.no and safeguarding@minbuza.nl to report any allegation credible enough to warrant an investigation of SEAH related to this Memorandum.
- b. The Grant Recipient should also promptly report to reportingconcerns@fcdo.gov.uk, Postmottak@kld.dep.no and safeguarding@minbuza.nl any allegation credible enough to warrant an investigation of SEAH that are not directly related to this Memorandum but would be of significant impact to the partnership.
- c.
3. The report, as referred to in paragraph 2.a and 2.b, will indicate: [agreement/arrangement number], nature of the alleged misconduct, date of alleged misconduct, date of first report to Grant Recipient, location [as/if specified by [donor]], involvement of implementing partner, state of affairs concerning the investigation and the action that will be taken by the Partner, and whether the case is referred to law enforcement. The organisation will provide updates on the status of the case. The notice will be given in writing and delivered to the point of contact mentioned in paragraph 2.a and 2.b.

4. It is understood and accepted that the Grant Recipients arrangement to report on SEAH is subject to not compromising the safety, security, privacy and due process rights of any concerned persons.

^[1] See UNGA Resolution A/RES/73/148 for the definition of sexual harassment and UNSG Bulletin ST/SGB/2003/13 for the definition of sexual exploitation and abuse. Both definitions are included in the DAC Recommendation on Ending Sexual Exploitation, Abuse, and Harassment in Development Co-operation and Humanitarian Assistance: Key Pillars of Prevention and Response.

^[2] A survivor-centred approach is one for which the survivor’s dignity, experiences, considerations, needs, and resiliencies are placed at the centre of the process, from the initial program design to investigating and responding to potential incidents. Consistent with the *UN Protocol on Allegations of SEA Involving Implementing Partners*, the survivor should be informed, participate in the decision-making process, and provide consent on the possible use and disclosure of their information. Those interacting with the survivor and/or handling information regarding the allegation must maintain confidentiality, ensure safety of the survivor, and apply survivor-centred principles which are safety, confidentiality, respect, and non-discrimination. When the survivor is a child, the approach must consider the best interests of the child and engage with the family/caregivers as appropriate. Staff and partners should comply with host country and local child welfare and protection legislation and international standards, whichever gives greater protection.

5. When the Grant Recipient becomes aware of suspicions or complaints of SEAH, the Grant Recipient will take swift and appropriate action to stop harm occurring, investigate and report to relevant authorities (for criminal matters) when safe to do so and after considering the wishes of the survivor.