

# FINANCIAL PROCEDURES AGREEMENT

between

CONSERVATION INTERNATIONAL,

and

THE INTERNATIONAL BANK FOR  
RECONSTRUCTION AND DEVELOPMENT,

as Trustee of

THE GLOBAL ENVIRONMENT FACILITY TRUST FUND

Dated January 28, 2014

## FINANCIAL PROCEDURES AGREEMENT

AGREEMENT ("Agreement"), dated January 28, between the International Bank for Reconstruction and Development (the "World Bank") as Trustee (the "Trustee") of the Global Environment Facility Trust Fund (the "Fund"), and the Conservation International (the "Project Agency").

WHEREAS, effective May, 2011, the GEF Council (as defined below), having reviewed document GEF/C.40/09, *Broadening the GEF Partnership under Paragraph 28 of the GEF Instrument* (April 26, 2011), approved a pilot to broaden its partnerships by approving the policies, procedures, and criteria for accrediting new institutions to serve as GEF (as defined below) partners for the implementation of GEF projects;

WHEREAS, the Project Agency has applied to become a GEF project agency in accordance with the provisions set forth in the document GEF/C.40/09, *Broadening the GEF Partnership under Paragraph 28 of the GEF Instrument* (April 26, 2011), document C.39/8/Rev.2, *Accreditation Procedure for GEF Project Agencies* (November 18, 2010), document C.40/Inf.4, *Draft Procedures Manual for the Accreditation of GEF Project Agencies* (May 9, 2011) and document GEF/PR/IN.04, *Procedure: Accreditation of GEF Project Agencies* (May 21, 2011), as amended or revised (collectively, the "GEF Accreditation Policy and Procedure");

WHEREAS, in accordance with the GEF Accreditation Policy and Procedure, the GEF Accreditation Panel (as such term is defined in the GEF Accreditation Policy and Procedure) has approved the Project Agency to move to stage 3 of the accreditation procedure;

WHEREAS, the Project Agency now desires to complete the stage 3 of the accreditation procedure so as to access Fund resources for the implementation of Fund projects, and to that end, to enter into with the Trustee a Financial Procedures Agreement (as defined below) with respect to the Fund, which set out arrangements for, *inter alia*, the administration, commitment and transfer of the Fund resources allocated to the Project Agency;

NOW THEREFORE, the Project Agency and the Trustee hereby agree as follows:

## **1. STANDARD PROVISIONS; DEFINITIONS**

1.1. The Standard Provisions Applicable to the Trust Funds (the "Standard Provisions") attached hereto in Attachment 1 constitute an integral part of this Agreement.

1.2. Where parts of the Standard Provisions address different procedures for each Trust Fund (as defined in the Standard Provisions), only those provisions addressing procedures for the Fund shall apply to the Project Agency under this Agreement pursuant to Section 1.1. of the Standard Provisions.

1.3. Unless the context requires otherwise:

(a) the several terms defined in the Standard Provisions and in the Preamble to this Agreement shall have the respective meanings ascribed to them when used in this Agreement.

(b) the following additional terms when used in this Agreement shall have the meanings ascribed to them as follows:

"MOU" means the Memorandum of Understanding entered into between the Project Agency and the Secretariat of the GEF (the "Secretariat") dated October 22, 2013, as may be amended from time to time;

## **2. EFFECTIVENESS; TERMINATION**

2.1. This Agreement shall become effective as of the date first above written, once it has been duly signed by both parties.

2.2. Subject to Sections 14.1. of the Standard Provisions:

(a) unless otherwise agreed between the Trustee and the Project Agency, this Agreement shall terminate upon any decision by the GEF Council or the Fund Council, as applicable, to terminate the Project Agency's access to Fund resources for any reason; and

(b) this Agreement may be terminated by either party after giving to the other party a sixty (60) days' prior notice in writing.

## **3. NOTICES**

3.1. All communications concerning this Agreement shall be made to the relevant person at the address, facsimile number, telephone number or electronic mail address, as set out below, or at such other addresses or numbers as may be designated by that party to the other in writing from time to time for that purpose.

(a) For the Trustee:

Name: International Bank for Reconstruction and Development, as Trustee of the Global Environment Facility Trust Fund

Address: 1818 H. Street, N.W.

Washington, D.C. 20433  
U.S.A.

Attention: Director  
Multilateral Trusteeship and Innovative Financing Department

Telephone: (202) 458 0019  
Facsimile: (202) 614 0795  
Email: [geftrustee@worldbank.org](mailto:geftrustee@worldbank.org)

(b) For Project Agency:

Name: Conservation International

Address: 2011 Crystal Drive Suite 500  
Arlington VA 22202


Attention: Chief Operating Officer

Telephone: 703 341 2651  
Email: [ncrone@conservation.org](mailto:ncrone@conservation.org)

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representatives, have caused this Agreement to be signed in their respective names as of the date first above written.


**INTERNATIONAL BANK FOR RECONSTRUCTION  
AND DEVELOPMENT, AS TRUSTEE OF THE  
GLOBAL ENVIRONMENT FACILITY TRUST FUND**

By: \_\_\_\_\_

  
Susan McAdams  
Director  
Multilateral Trusteeship and Innovative Financing  
Concessional Finance and Global Partnerships

**CONSERVATION INTERNATIONAL**

By: \_\_\_\_\_

  
Niels Crone  
Chief Operating Officer

## ATTACHMENT 1

### Standard Provisions Applicable to the Trust Funds

#### ARTICLE I INTRODUCTORY PROVISIONS

Section 1.1. *Application of the Standard Provisions.* These Standard Provisions set forth certain terms and conditions generally applicable to the Financial Procedures Agreement (as defined below). They apply to the extent the Financial Procedures Agreement so provides. Unless otherwise indicated in the Financial Procedures Agreement: (a) if the Financial Procedures Agreement is entered into with respect to the GEF Trust Fund, references and provisions in these Standard Provisions concerning the LDCF, SCCF and NPIF (each as defined below) shall be disregarded; (b) if the Financial Procedures Agreement is entered into with respect to the LDCF, references and provisions in these Standard Provisions concerning the GEF Trust Fund, SCCF and NPIF shall be disregarded; (c) if the Financial Procedures Agreement is entered into with respect to the SCCF, references and provisions in these Standard Provisions concerning the GEF Trust Fund, LDCF and NPIF shall be disregarded, and (d) if the Financial Procedures Agreement is entered into with respect to the NPIF, references and provisions in these Standard Provisions concerning the GEF Trust Fund, SCCF and NPIF shall be disregarded.

Section 1.2. *Inconsistency with Financial Procedures Agreement.* If any provision of the Financial Procedures Agreement is inconsistent with a provision of these Standard Provisions, the provisions of the Financial Procedures Agreement shall govern.

Section 1.3. *References; Headings.* References in these Standard Provisions to Articles, Sections and Annexes are to the Articles and Sections of, and the Annexes to, these Standard Provisions. The headings of the Articles, Sections and Annexes are inserted in these Standard Provisions and the Financial Procedures Agreement for reference only and shall not be taken into consideration in interpreting these Standard Provisions or the Financial Procedures Agreement.

#### ARTICLE II DEFINITIONS

Section 2.1. Except as otherwise provided in the Financial Procedures Agreement, wherever capitalized terms are used in these Standard Provisions or in the Financial Procedures Agreement, they have the meanings ascribed to them as follows:

“Agency Fee” means the fee payable to the Project Agency, in accordance with the policies and procedures of the Fund, to cover the Project Agency’s costs in respect of services performed by the Project Agency in connection with the Fund (and in the case of the SCCF, the relevant SCCF Program) and to be used in accordance with the policies and procedures of the Project Agency;

“Authorized Officer” means a person who is authorized to sign in the name and on behalf of the Project Agency for the purposes of the Financial Procedures Agreement;

“Cash Transfer Request for Fees” means a request submitted by the Project Agency to the Trustee for the transfer of the Fund funds to the Project Agency for Agency Fees (in the case of the SCCF, under the relevant SCCF Program);

“Cash Transfer Request for Fund Projects” means a request submitted by the Project Agency to the Trustee for the transfer of the Fund funds to the Project Agency TF for the Fund Projects (in the case of the SCCF, under the relevant SCCF Program);

“CEO” means the Chief Executive Officer/Chairperson of the GEF;

“Dollars” or “\$” means dollars in the currency of the United States of America;

“Financial Procedures Agreement” means the financial procedures agreement between the Trustee and the Project Agency providing for the administration, commitment and disbursement of the Fund’s resources allocated to the Project Agency, as such agreement may be amended from time to time. “Financial Procedures Agreement” includes these Standard Provisions as applied to the Financial Procedures Agreement, and all annexes, schedules and agreements supplemental to the Financial Procedures Agreement;

“Fund” means the Trust Fund with respect to which a particular Financial Procedures Agreement is entered into, as so specified in that Financial Procedures Agreement;

“Fund Council” means the council of the Fund, which is responsible for developing, adopting and evaluating the operational policies and programs for Fund-financed activities;

“Fund Project” means a project, project component(s), or project preparation activity, for which funding from the Fund has been approved;

“GEF” means the Global Environment Facility;

“GEF Council” means the council of the GEF;

“GEF Fiscal Year” means July 1 through June 30 of each calendar year;

“GEF Trust Fund” means the Global Environment Facility Trust Fund;

“Instrument” means the Instrument for the Establishment of the Restructured Global Environment Facility, approved by Resolution NO.94-2 of the Executive Directors of the World Bank dated May 24, 1994, as it may be amended from time to time;

“LDCF” means the Least Developed Countries Fund;

“Letter of Commitment” means a letter from the Trustee to the Project Agency confirming the commitment of the Fund funds to the Project Agency (in the case of the SCCF, under the relevant SCCF Program);

“Letter of Commitment Cancellation” means a letter from the Trustee to the Project Agency confirming the cancellation of the commitment of the Fund funds to the Project Agency (in the case of the SCCF, under the relevant SCCF Program);

“MOU” means the Memorandum of Understanding entered or to be entered into between the Project Agency and the Secretariat in connection with the Project Agency’s access to Trust Funds as a GEF project agency, as further defined in the Financial Procedures Agreement;

“NPIF” means the Nagoya Protocol Implementation Fund;

“Project Agency” means the project agency party to the Financial Procedures Agreement, as so specified in the Financial Procedures Agreement;

“Project Agency TF” means the trust fund or account established and administered by the Project Agency specifically for the purposes of receiving, holding and administering Fund funds transferred to the Project Agency by the Trustee;

“SCCF” means the Special Climate Change Fund;

“SCCF Council” means the council of the SCCF;

“SCCF Program” means any program of the SCCF endorsed by the SCCF Council, including but not limited to the Program for Adaptation and the Program for the Transfer of Technologies;

“SCCF Program Account” means a sub-account established under SCCF in respect of each SCCF Program;

“Secretariat” means the secretariat of the GEF;

“Trustee” means the World Bank as trustee of the Fund;

“Trust Fund” means the GEF Trust Fund, the LDCF, the SCCF or the NPIF as the context may require;

“Trust Funds” means collectively, the GEF Trust Fund, the LDCF, the SCCF and the NPIF; and

“World Bank” means the International Bank for Reconstruction and Development.

### **ARTICLE III FUND ACCOUNT ADMINISTERED BY THE PROJECT AGENCY**

Section 3.1. *Establishment of Project Agency TF.* The Project Agency shall establish and maintain the Project Agency TF, to receive, hold and administer Fund funds (other than Agency Fees) transferred to it by the Trustee. In administering the Project Agency TF, the Project Agency shall maintain: a) in the case of GEF, LDCF or NPIF funds, separate records and ledger accounts in respect of Fund funds in the Project Agency TF and disbursements made therefrom; and b) in the case of SCCF funds, separate records and ledger accounts for each SCCF Program in respect of SCCF funds received from that SCCF Program in the Project Agency TF and disbursements made therefrom.

Section 3.2. *Separate Project Agency TF.* In the event that the Project Agency enters into Financial Procedures Agreements with the Trustee with respect to more than one Trust Fund, the Project Agency shall establish a separate Project Agency TF for each Trust Fund for which the Financial Procedures Agreement is entered into, in accordance with the terms of the Financial Procedures Agreement with respect to that Trust Fund.

### **ARTICLE IV COMMITMENT OF FUNDS BY THE TRUSTEE**

Section 4.1. Unless otherwise agreed between the Trustee and the Project Agency, the following procedures shall apply to the commitment of Fund funds by the Trustee to the Project Agency.

(a) In case of a Fund Project or an Agency Fee, for which approval by the Fund Council and endorsement by the CEO are required under the policies and procedures of the Fund, the Trustee shall, upon approval by the Fund Council and subject to the availability of resources in the Fund (and in the case of the SCCF, in the relevant SCCF Program Account), set aside the Fund funds in the amount approved by the Fund Council for the Fund Project or Agency Fee, to be made available for a commitment by Trustee pursuant to Section 4.1.(d) below.

(b) In case of a Fund Project or an Agency Fee, for which approval by the CEO and subsequent endorsement by the CEO as applicable are required under the policies and procedures of the Fund, the Trustee shall, upon approval by the CEO and subject to the availability of resources in the Fund, and in the case of the SCCF, in the relevant SCCF Program Account, set aside the Fund funds in the amount approved by the CEO for the Fund Project or Agency Fee, to be made available for a commitment by the Trustee pursuant to Section 4.1.(d) below.

(c) If any Fund Project or Agency Fee, for which the Trustee has set aside the Fund funds under Section 4.1.(a) or (b) above, is cancelled in whole or in part prior to a commitment by the Trustee pursuant to Section 4.1.(d) below, the Trustee shall release the amount of the Fund funds corresponding to such cancelled amount, which was previously set aside for such Fund Project or Agency Fee, so that such amount may be made available for other purposes.

(d) Subject to the availability of resources in the Fund and in the case of the SCCF, in the relevant SCCF Program Account, the Trustee shall commit Fund funds to the Project Agency on a monthly basis (or such other frequency as the Trustee and the Project Agency may agree) for Fund Projects and/or Agency Fees. In case of the SCCF, such commitment by the Trustee shall be made from the relevant SCCF Program Account. The amount of funds committed shall be based upon the amounts (i) endorsed by the CEO (in the case of the Fund funding, for which approval by the Fund Council or the CEO and endorsement by the CEO are required), (ii) approved by the CEO (in the case of the Fund funding, for which only approval by the CEO is required), or (iii) approved by the Fund Council (in the case of the Fund funding, for which only approval by the Fund Council is required), as reflected in the information provided to the Trustee by the Secretariat pursuant to Section 11.1. below. The Trustee shall commit Fund funds to the Project Agency by means of a Letter of Commitment, substantially in the form attached to these Standard Provisions as Annex A.

(e) The amount of Fund funds committed by the Trustee may be adjusted as follows:

(i) If the Fund funding allocated to the Project Agency for any Fund Project or Agency Fee is decreased, as a result of a subsequent cancellation or amendment of the Fund Project or reallocation of the Fund funding to any other agency, after the Trustee has committed the funds for such Fund Project or Agency Fee under Section 4.1.(d) above, the corresponding amount of funds committed by the Trustee pursuant to Section 4.1.(d) above shall be cancelled to reflect such decrease of the Fund funding allocated. Such cancellation shall be made based on any cancellation notification provided by the Project Agency to the Trustee in accordance with the policies and procedures of the GEF, or otherwise the information provided by the Project Agency under Sections 12.2.(b) and (c) below. Further, if the decrease of the Fund funding is a result of reallocation of the Fund funding or cancellation of the CEO approval or endorsement, the Trustee may verify such reallocation or cancellation against the information provided by the Secretariat pursuant to Section 11.1. below with a view to reconciling any discrepancy between the information provided by the Project Agency and the Secretariat.

(ii) If there are any unused funds from the Fund Projects, for which no further disbursements are due to be made by the Project Agency, the amount of funds committed by the Trustee under



Section 4.1.(d) above shall be cancelled to reflect the amount of unused funds held by the Project Agency in the Project Agency TF as further provided in Section 7.2. below. Such reduction shall be made based on the information provided by the Project Agency under Section 12.2.(d) below.

(l) The Trustee shall notify the Project Agency of the cancellation of the Fund funds committed by the Trustee by means of a Letter of Commitment Cancellation, substantially in the form attached to these Standard Provisions as Annex B.

## **ARTICLE V TRANSFER OF FUNDS BY THE TRUSTEE TO THE PROJECT AGENCY**

Section 5.1. *Fund Projects.* The following procedures shall apply to the transfer of Fund funds by the Trustee to the Project Agency for Fund Projects.

(a) The Project Agency may request transfer of Fund funds for a Fund Project, after: (i) the Fund funds have been committed by the Trustee for the Fund Project pursuant to Section 4.1. above, and (ii) the Fund Project has been approved by the Project Agency in accordance with its policies and procedures; provided that the request by the Project Agency shall be submitted to the Trustee in accordance with Sections 5.1.(b) and (c) below.

(b) Every six (6) months (or at such other frequency as the Trustee and the Project Agency may agree), the Project Agency shall submit by email, facsimile or as otherwise agreed with the Trustee, a Cash Transfer Request for Fund Projects to the Trustee, and in the case of the SCCF, such request shall be made in respect of each SCCF Program.

(c) Each Cash Transfer Request for Fund Projects shall be substantially in the form attached to these Standard Provisions as Annex C, signed by an Authorized Officer, and shall indicate:

(i) the projected cash requirements for Fund Projects (under the relevant SCCF Program in the case of SCCF), for the next six (6)-month period (or such other frequency as the Trustee and the Project Agency may agree) following the date of the request; and

(ii) a statement of the net cash position (which shall be net cumulative Fund funds received from the Trustee for Fund Projects (under the relevant SCCF Program in the case of the SCCF) less net cumulative disbursements by the Project Agency for Fund Projects (under the relevant SCCF Program in the case of the SCCF)) as of the date of the request.

(d) The amount of funds requested by the Project Agency in each Cash Transfer Request for Fund Projects for activities to be carried out under the Fund Projects shall be based on the six (6)-month projection (or such other frequency as the Trustee and the Project Agency may agree) referred to in Section 5.1.(c)(i) above, adjusted to reflect the net cash position referred to in Section 5.1.(c)(ii) above.

(e) Upon receipt of a Cash Transfer Request for Fund Projects, the Trustee shall verify that the amount requested by the Project Agency does not exceed the amount equal to: (i) the net cumulative Fund funds committed by the Trustee (from the relevant SCCF Program Account in the case of the SCCF), and approved by the Project Agency for the Fund Projects (based on the information provided by the Project Agency under Section 12.2.(a) below), less (ii) the net cumulative Fund funds transferred by the Trustee to the Project Agency (from the relevant SCCF Program Account in the case of the SCCF) for Fund Projects.

(f) Upon the verification pursuant to Section 5.1.(e) above and subject to the availability of resources (in the relevant SCCF Program Account in the case of the SCCF), the Trustee shall transfer to the Project Agency TF the amount of funds requested for Fund Projects in each Cash Transfer Request for Fund Projects, or such other amount as the Trustee, in its discretion, deems appropriate, based on: the information received from the Secretariat under Section 11.1.; the relevant Fund Council documents, the Trustee's review of the amount of undisbursed funds in the Project Agency TF; and consultation with the Project Agency on the purposes for which any such undisbursed funds may be used.

Section 5.2. *Agency Fees.* The following procedures shall apply to the transfer of Fund funds by the Trustee to the Project Agency for Agency Fees.

(a) The Project Agency may request transfer of Fund funds for any Agency Fee after the Fund funds have been committed by the Trustee for the Agency Fee pursuant to Section 4.1. above; provided that the request by the Project Agency shall be submitted to the Trustee in accordance with Sections 5.2.(b) and (c) below.

(b) Every three (3) months (or at such other frequency as the Trustee and the Project Agency may agree), the Project Agency shall submit by email, facsimile or as otherwise agreed with the Trustee, a Cash Transfer Request for Fees to the Trustee for the transfer to the Project Agency of Agency Fees, and in the case of the SCCF, such request shall be made in respect of each SCCF Program.

(c) Each Cash Transfer Request for Fees shall be substantially in the form attached to these Standard Provisions as Annex D, signed by an Authorized Officer, and shall indicate the net cumulative Fund funds received from the Trustee for Agency Fees (under the relevant SCCF Program in the case of the SCCF), as of the date of the request. The amount of funds requested by the Project Agency in such request shall not exceed the amount equal to the net cumulative amount of the Fund funds committed by the Trustee for Agency Fees (from the relevant SCCF Program Account in the case of the SCCF) less the net cumulative amount of the Fund funds received from the Trustee for Agency Fees (from the relevant SCCF Program Account in the case of the SCCF), both as of the date of the request.

(d) The Trustee shall verify that the amount of funds requested to be transferred does not exceed the amount equal to: (i) the cumulative Fund funds committed by the Trustee for the Agency Fees (under the relevant SCCF Program in the case of the SCCF), less (ii) the cumulative Fund funds transferred by the Trustee to the Project Agency (from the relevant SCCF Program Account in the case of the SCCF) for Agency Fees as of the date of the request. Upon such verification and subject to the receipt of the information required in Annex D and the availability of resources in the Fund (and in the relevant SCCF Program Account in the case of the SCCF), the Trustee shall transfer to the Project Agency the amount of funds requested for Agency Fees.

(e) Notwithstanding Sections 5.2.(b), (c) and (d) above, if so requested by the Trustee, the Project Agency shall return to the Fund to such account as requested by the Trustee, the funds transferred to the Project Agency as Agency Fees for any Fund Project, where the Fund Project is subsequently cancelled, amended or reallocated after the transfer of funds for the Agency Fees to the Project Agency, resulting in a decrease in the amount of the Fund funding approved for the Project Agency for such project. The amount of the Agency Fees to be returned to the Trustee shall be determined in accordance with the policies and procedures established for the determination and payment of agency fees payable approved by the Fund Council, as such policies and procedures may be amended from time to time. If any amount of the Agency Fees transferred to the Project Agency is returned to the Trustee under this Section 5.2.(e), such amount shall be excluded from the amount of the net cumulative Fund funds received from the Trustee referred to in Section 5.2.(c) above.

Section 5.3. *Transfer of Funds.* Transfer of the Fund funds from the Trustee to the Project Agency shall be made to such account as the Project Agency may from time to time designate for such purpose. The Trustee shall notify the Project Agency of each such transfer.

## ARTICLE VI USE OF FUNDS

Section 6.1. *Intended Use of Funds.* The funds transferred to the Project Agency under the Financial Procedures Agreement shall be used for the purpose for which they have been provided.

Section 6.2. *UN Security Council Decision.* Recognizing the obligations of GEF member States under various United Nations Security Council Resolutions, the Project Agency:

- (a) shall apply reasonable efforts to not use Fund funds for the purpose of any payment to persons or entities, or for the import of goods, if such payment or import, to the Project Agency's knowledge or belief, is prohibited by a resolution, action or decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations; and
- (b) acknowledges that the Trustee reserves the right to withhold any transfer of funds to the Project Agency under the Financial Procedures Agreement if a resolution, action or decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations prohibits or restricts, in Trustee's determination, a member State of the United Nations to make a payment to the Project Agency.

Section 6.3. *Investment of Funds.* Subject to the terms of the Financial Procedures Agreement, the Project Agency may invest all funds in the Project Agency TF pending their disbursement in accordance with the Project Agency's guidelines and policies concerning the investment of funds in respect of which the Project Agency acts as trustee.

Section 6.4. *Currency Conversion.* The Project Agency shall have the right to convert all funds received by the Project Agency TF into other currencies to facilitate the administration of the Project Agency TF.

Section 6.5. *Trustee not Responsible for Collection of Funds.* The Trustee shall have no responsibility for collection of funds due to the Project Agency from the project recipient or such other party under any Fund Project. When the Project Agency has received any unused funds or reflow of funds, the Project Agency shall report and return such funds to the Fund in accordance with Sections 7.2., 7.3. and 8.1. below.

Section 6.6. *Ownership of Property.* Ownership of equipment, supplies and other property financed with funds from the Project Agency TF may vest in the Project Agency, the project recipient of the funds or such other party as may be permitted to retain ownership under the policies and procedures of the Project Agency, subject to the terms of the Fund financing approved by the Fund Council or the CEO, as applicable.

## **ARTICLE VII DISBURSEMENT OF FUNDS**

Section 7.1. *Disbursement.* Disbursement of funds from the Project Agency TF to recipients shall be made in accordance with the Project Agency's policies and procedures, including its applicable disbursement procedures.

Section 7.2. *Unused Funds.* Unused funds from the Fund Projects, for which no further disbursements are due to be made, shall be held by the Project Agency (following, if applicable, their return to the Project Agency by the project recipient or such other party) in the Project Agency TF; provided that in the case of unused funds from the Fund Projects, any such funds held by the Project Agency shall be reflected in the net cash position of the Project Agency TF (for the relevant SCCF Program in the case of the SCCF), referred to in Section 5.1.(c)(ii) above, so that the amount of the unused funds shall be taken into account to determine the amount of transfer of the Fund funds (from the relevant SCCF Program Account in the case of the SCCF) to the Project Agency. The Project Agency will maintain a record of any such unused funds and report to the Trustee pursuant to Section 12.2.(d) below. Any unused funds reported by the Project Agency shall be reflected in cancellation of commitments by the Trustee pursuant to Section 4.1.(e)(ii).

Section 7.3. *Return of Unused Funds.* Notwithstanding Section 7.2. above, if so requested by the Trustee, the Project Agency shall return to the Fund to such account as requested by the Trustee, any unused funds from the Fund Projects held by the Project Agency in the Project Agency TF.

## **ARTICLE VIII REFLOW OF FUNDS**

Section 8.1. If any Fund funds transferred to the Project Agency for Fund Projects are used to provide financing which generates any reflow of funds, and such reflow of funds are required to be returned to the Fund under the terms of the financing approved by the Fund Council or the CEO, as applicable, in accordance with the policies and procedures of the Fund, the Project Agency shall receive such reflow of funds from the project recipient or such other party, and credit and hold the funds in the Project Agency TF (following their receipt by the Project Agency), until the Trustee requests the Project Agency to return them to the Trustee at such account as the Trustee may designate. The Project Agency shall maintain a record of any such reflow of funds and report them to the Trustee pursuant to Section 12.2.(e) below. For the avoidance of doubt, the reflow of funds does not include unused funds from Fund Projects. Any unused funds from Fund Projects shall be administered by the Project Agency in accordance with Sections 7.2. and 7.3. above.

## **ARTICLE IX INVESTMENT INCOME**

Section 9.1. *Administration of Investment Income.* Income earned on the investment of the Fund funds transferred to the Project Agency (except for income earned on the investment of the Fund funds transferred as Agency Fees) shall be held by the Project Agency in the Project Agency TF until the Trustee requests the Project Agency to return it to such account as the Trustee may designate. The Project Agency shall maintain a record of any such income and report to the Trustee pursuant to Section 12.2.(f) below.

Section 9.2. *Investment Income on Agency Fees.* Income earned on the investment of the Fund funds transferred to the Project Agency as Agency Fees may be retained by the Project Agency and is not required to be reported or returned to the Trustee.

## **ARTICLE X STANDARD OF CARE**

Section 10.1. The Project Agency shall exercise the same degree of care and diligence in the discharge of its functions under the Financial Procedures Agreement as it exercises with respect to the administration and management of its own resources. Subject to the terms of the Financial Procedures Agreement and the MOU, the Project Agency shall do any and all such acts as may be necessary or appropriate for the proper administration of the Project Agency TF, and shall be accountable to the Fund Council for its Fund-financed activities.

## **ARTICLE XI VERIFICATION**

Section 11.1. For the purposes of verifying amounts in connection with the set aside, commitment and transfer of Fund funds by the Trustee under the Financial Procedures Agreement, the Trustee shall rely upon the information provided by the Secretariat to the Trustee indicating:

- (a) the amount of the Fund funds (in the relevant SCCF Program Account in the case of SCCF) and the type of financing instrument for each Fund Project (under the relevant SCCF Program in the case of SCCF) approved by the Fund Council as allocable to the Project Agency (including (i) the amount approved for any amendment to the previously approved Fund Project or any reallocation of the funds which were previously allocated to any other agency and (ii) the amounts and schedule of expected reflow of funds, if applicable), during the period reported;
- (b) the amount of the Fund funds (in the relevant SCCF Program Account in the case of SCCF) and the type of financing instrument for each Fund Project (under the relevant SCCF Program in the case of SCCF) approved or endorsed by the CEO, as allocable to the Project Agency (including (i) the amount approved or endorsed for any amendment to the previously approved Fund Project or any reallocation of the funds which were previously allocated to any other agency and (ii) the amounts and schedule of expected reflow of funds, if applicable), and the date of the CEO approval or endorsement, during the period reported;
- (c) the date and amount of cancellation of CEO endorsement or approval of each of the Fund Projects prior to approval by the Project Agency of the Fund Project, during the period reported;
- (d) the amount of each Fund Project which has been, after approval by the Project Agency, reallocated to another agency, resulting in a decrease in the amount of the Fund funds (from the relevant SCCF Program Account in the case of the SCCF), approved for the Project Agency for such Fund Project, during the period reported;
- (e) the amount of each Agency Fee approved by the Fund Council as payable to the Project Agency from the Fund funds (from the relevant SCCF Program Account in the case of the SCCF) (including the amount approved for any amendment to the previously approved Fund Project or any reallocation of the funds which were previously allocated to any other agency), during the period reported;

(f) the amount of each Agency Fee approved or endorsed by the CEO, as payable to the Project Agency from the Fund funds (from the relevant SCCF Program Account in the case of the SCCF) (including the amount approved or endorsed for any amendment to the previously approved Fund Project or any reallocation of the funds which were previously allocated to any other agency), during the period reported;

(g) the amount of the Agency Fee, which shall be returned to the Fund, as a result of subsequent cancellation, amendment or reallocation of the Fund Project for which such fee was provided, resulting in a decrease in the amount of the Fund funds (from the relevant SCCF Program Account in the case of the SCCF), approved for such fee, during the period reported; and

(h) any other funding from the Fund, allocated to the Project Agency by the Fund Council or the CEO, during the period reported.

Section 11.2. The Trustee may use the information received from the Secretariat, with a view to reconciling any discrepancy arising between the information provided by the Project Agency against the information provided by the Secretariat, as necessary.

## **ARTICLE XII RECORDS AND REPORTING**

Section 12.1. *Currency of Financial Reports.* Unless the parties hereto agree otherwise, all financial accounts and reports related to the Fund funds shall be expressed in Dollars.

Section 12.2. *Information provided to the Trustee.* The Project Agency shall provide the following information to the Trustee, prepared in accordance with the Project Agency's accounting and reporting procedures and provided in a form and means agreed with the Trustee:

(a) on a quarterly basis (or such other frequency as may be agreed with the Trustee), the dates and amounts of approvals by the Project Agency of the Fund Projects, if applicable, for the period reported, broken down by each Fund Project (under the respective SCCF Program in the case of the SCCF) substantially in the form attached to these Standard Provisions as Annex G;

(b) within thirty (30) days after the end of each quarter of the GEF Fiscal Year (or such other frequency as may be agreed with the Trustee), the dates and amounts of the cancellations of the Fund funding approved as allocable to the Project Agency for the Fund Projects, for the period reported, broken down by each Fund Project (under the respective SCCF Program in the case of the SCCF) substantially in the form attached to these Standard Provisions as Annex H;

(c) within thirty (30) days after the end of each quarter of the GEF Fiscal Year (or such other frequency as may be agreed with the Trustee), the dates and amounts of the cancellations, in whole or in part, of the Fund funding approved for Agency Fees, for the period reported, broken down by each Agency Fee (under the respective SCCF Program in the case of the SCCF) substantially in the form attached to these Standard Provisions as Annex I;

(d) within thirty (30) days after the end of each quarter of the GEF Fiscal Year (or such other frequency as may be agreed with the Trustee), the date on which any Fund Project is financially closed, the final amount disbursed and the amount of any unused funds from such project, for the period reported,

broken down by each Fund Project (under the respective SCCF Program in the case of the SCCF) substantially in the form attached to these Standard Provisions as Annex I;

(e) within thirty (30) days after the end of each quarter of the GEF Fiscal Year (or such other frequency as may be agreed with the Trustee), the dates and amounts of reflows of funds received by the Project Agency from Fund Projects, for the period reported, broken down by each Fund Project (under the respective SCCF Program in the case of the SCCF), if such reflows are required to be returned to the Fund, as provided in Section 8.1. above;

(f) within sixty (60) days after the end of each semester of the GEF Fiscal Year (or such other frequency as may be agreed with the Trustee), statements of (i) investment income earned on the Fund funds transferred to the Project Agency TF for Fund Projects (under each SCCF Program in the case of the SCCF) and (ii) investment income returned to the Fund substantially in the form attached to these Standard Provisions as Annex I;

(g) within six months after the end of the Project Agency's fiscal year, an annual financial statement of the Project Agency TF;

(h) no later than 30 June of the year following the year of termination of the Financial Procedures Agreement, a final financial statement of the Project Agency TF; and

(i) such other reports related to the Fund funds transferred to the Project Agency as may reasonably be requested by the Trustee from time to time.

For the purposes of the financial reports and statements required under Sections 12.2.(f), (g) and (h) above, investment income earned by the Project Agency TF shall be reported as aggregate investment income (except in the case of the SCCF, such income shall be reported in respect of each SCCF Program), and may not be allocated between individual Fund activities.

Section 12.3. *Reconciliation Report.* As soon as practicable after the end of the GEF Fiscal Year, the Trustee shall furnish with the Project Agency an annual report for reconciliation between the Trustee and the Project Agency in respect of the Fund funds (and in respect of each SCCF Program Account in the case of the SCCF) approved as allocable to the Project Agency, substantially in the form of attached to these Standard Provisions as Annex E. The Project Agency shall confirm its agreement to the information contained in the report, no later than forty-five (45) calendar days after receipt by the Project Agency of the report, by signing, dating and returning to the Trustee a copy of the report. In the event that there is any discrepancy between the information provided by the Trustee in the report and the information used by the Project Agency, the Project Agency shall promptly inform the Trustee of such discrepancy and reconcile with Trustee the information contained in the report.

Section 12.4. *Audit by External Auditors.* Unless otherwise decided by the Trustee in its discretion, the Project Agency's external auditors shall audit the financial statements of the Project Agency TF referred to in Section 12.2.(g) and (h) above. Unless otherwise decided by the Fund Council: the costs of the audits under this Section shall be borne by Agency Fees provided to the Project Agency, except where the Project Agency has received Agency Fees in the amount of less than one hundred thousand Dollars (US\$100,000) for the year which the financial statements relate to, the costs of the audits shall be borne by the Fund.

Section 12.5. *Additional Audit.* Where the Trustee has reason for concern that Fund resources provided for any Fund Project may not have been used in accordance with the Instrument and/or the decisions taken by the Fund Council, as applicable, the Trustee will ask the Project Agency to provide it with

information concerning the use of the Fund resources in respect of the Fund Project concerned. If after reviewing any such information provided by the Project Agency, the Trustee continues to have a concern as to the manner in which the Fund resources provided to the Project Agency for such Fund Project have been used, the Trustee may request the Project Agency to cause accounts and reports of such individual Fund Project to be audited by the Project Agency's external auditors on terms agreed with the Trustee. The Trustee would require such additional audits only in these exceptional circumstances, and will communicate fully its reasons for such request to the Project Agency. The costs of such audits will be borne by the Project Agency; however, should the additional audit by the Project Agency's external auditors disclose that the resources were used in accordance with the Instrument and/or the decisions taken by the Fund Council, as applicable, the cost of such audits shall be borne by the Fund.

**Section 12.6. *Failure to Provide Information to the Trustee.*** In the event that the Project Agency fails to comply with Sections 12.1., 12.2., 12.3., 12.4. and/or 12.5., the Trustee shall promptly notify the Project Agency in writing of such non-compliance. If the non-compliance has continued for a period of not less than thirty (30) calendar days after the written notification from the Trustee, the Trustee may, notwithstanding any provision to the contrary in Articles IV and/or V, as applicable, suspend any further commitment and/or cash transfer of the Fund funds to the Project Agency until such time as the non-compliance is resolved to the reasonable satisfaction of the Trustee.

**Section 12.7. *Financial Report and Use of Funds.*** (a) If any financial report provided to the Trustee by the Project Agency under Section 12.2. or any auditor's report provided to the Trustee by the Project Agency under Sections 12.4. or 12.5. indicates that the resources provided to the Project Agency for any Fund Project were not used for the purposes provided under the Instrument and/or the decisions taken by the Fund Council, as applicable and:

(i) If the funds were not used for the purposes provided under the Instrument and/or the decisions taken by the Fund Council, as applicable; due to the Project Agency's actions or due to the action of a third party as a result of the Project Agency's gross negligence or willful misconduct, the Project Agency shall promptly return to the Fund, to such account as the Trustee may designate, the amount of Fund resources indicated by such report not to have been used for the purposes provided under the Instrument and/or the decisions taken by the Fund Council, as applicable; or

(ii) If the funds were not used for the purposes provided under the Instrument and/or the decisions taken by the Fund Council, as applicable, due to the action of a third party and not as a result of the Project Agency's gross negligence or willful misconduct, the Project Agency shall take the necessary actions within its control to address the matter, including, in accordance with its policies and procedures, using reasonable efforts to recover from such third party the amount of the Fund resources indicated by such report to not have been used for the purposes provided under the Instrument and/or the decisions taken by the Fund Council, as applicable, and return such recovered Fund resources to the Fund, to such account as the Trustee may designate; it being understood that the Project Agency shall not be required to return any such resources, which are not so recovered under and in accordance with this Section 12.7.(a)(ii).

(b) In the case of 12.7.(a)(i) above, the Project Agency shall notify the CEO and the Trustee of the return of the Fund resources to the Fund. In the case of 12.7.(a)(ii) above, the Project Agency shall notify: (i) the CEO and the Trustee that it has determined that the funds were not used for the purposes provided under the Instrument and/or the decisions taken by the Fund Council, as applicable, due to the action of a third party and not as a result of the Project Agency's gross negligence or willful misconduct and it will only return to the Fund any Fund resources to the extent they are recovered from such third party, and (ii) the CEO of any recovery actions.



(c) In the event the Project Agency fails to comply with Section 12.7.(a)(i) above, the Trustee shall bring the matter to the attention of the CEO and request the CEO to consult with the Project Agency, and after such consultation to inform the Fund Council and request the Fund Council to consult with and seek the views of the Project Agency. In the event the Project Agency fails to comply with Section 12.7.(a)(ii) above, the CEO shall consult with the Project Agency, and after such consultation inform the Fund Council and request the Fund Council to consult with and seek the views of the Project Agency.

(d) If the Fund Council determines, after consultation with the Project Agency in accordance with Section 12.7.(c) above, that such failure to comply with Section 12.7.(a) above continues, the Fund Council may instruct the Trustee to suspend any further commitment and/or cash transfer of the Fund resources to the Project Agency. In such case, notwithstanding any provision to the contrary in Articles IV and/or V, as applicable, the Trustee shall suspend any further commitment and/or cash transfer of the Fund resources to the Project Agency until such time as the Fund Council otherwise instructs the Trustee.

Section 12.8 *Effectiveness of Provisions after Suspension.* For the avoidance of doubt, notwithstanding any suspension of commitment and/or cash transfer of Fund funds to the Project Agency under Section 12.6 or 12.7(d) above, all the provisions of the Financial Procedures Agreement shall continue in full force and effect except as specifically provided in the Financial Procedures Agreement.

Section 12.9. *List of Authorized Officers.* The Project Agency shall provide the Trustee with a list containing the names and signatures of the Project Agency's Authorized Officers, substantially in the form attached to these Standard Provisions as Annex F.

### **ARTICLE XIII DISPUTE RESOLUTION**

Section 13.1. The Financial Procedures Agreement has been developed and finalized in the spirit of mutual cooperation and assistance. If any dispute arising out of or relating to the Financial Procedures Agreement cannot be settled by agreement between the Trustee and the Project Agency, the Trustee and the Project Agency in consultation with the CEO, will inform the Fund Council and may seek the Fund Council's advice with respect to the resolution of the dispute.

### **ARTICLE XIV TERMINATION**

Section 14.1. Notwithstanding termination or if applicable, expiration of the Financial Procedures Agreement, unless the Trustee and the Project Agency agree on another course of action:

- (a) if there are outstanding commitments or liabilities incurred by the Project Agency in the implementation of Fund Projects or such other activities of the Project Agency, for which Fund funds had been committed or transferred by the Trustee under the Financial Procedures Agreement prior to the termination or expiration of the Financial Procedures Agreement, the provisions of the Financial Procedures Agreement shall, subject to Sections 14.1.(b) and (c) below, continue to apply to any such Fund funds committed or transferred until the relevant outstanding commitments, liabilities and activities, for which the Fund funds had been committed or transferred, have been fully satisfied; except that in the case of the NPIF, unless otherwise decided by the GEF Council, the Trustee shall in no event make any further commitment or transfer of Fund funds to the Project Agency after June 30, 2014;

- (b) the Project Agency and the Trustee shall take any necessary actions for winding up their affairs in relation to the outstanding commitments or liabilities in an expeditious and reasonable manner; and
- (c) the Project Agency shall continue to receive and hold in the Project Agency TF unused or undisbursed funds or reflow of funds from any Fund Project, income earned by the Project Agency TF and any other amounts due to the Project Agency under any Fund Project until all outstanding commitments and liabilities incurred in the implementation of the Fund Projects and such other Project Agency's activities have been satisfied. The Project Agency shall return to the Trustee, on terms agreed with the Trustee: (i) any portion of the Project Agency TF and any income earned thereon (other than the income earned on Agency Fees described in Section 9.2.), remaining after any such commitments and liabilities have been satisfied, and (ii) any other Fund funds received by the Project Agency after the termination or expiration of the Financial Procedures Agreement, including reflows of funds, if any, which are due to be returned to the Trustee under the terms of the Financial Procedures Agreement.

Section 14.2. Termination of a Financial Procedures Agreement for a Trust Fund shall not affect the validity of the Financial Procedures Agreements for other Trust Funds validly existing between the Trustee and the Project Agency.

#### **ARTICLE XV MISCELLANEOUS PROVISIONS**

Section 15.1. *Amendment.* The Financial Procedures Agreement may be amended only by written agreement of the Trustee and the Project Agency.

Section 15.2. *No Waiver of Immunity.* Nothing in this Financial Procedures Agreement shall operate as or be construed to constitute a waiver, renunciation, or any other modification of any privilege or immunity of the World Bank under its Articles of Agreement or any applicable law.

Section 15.3. *Disclosure.* The Trustee may disclose the Financial Procedures Agreement and related information on the Fund in accordance with its policies on access to information, in effect at the time of such disclosure. By entering into the Financial Procedures Agreement, the Project Agency consents to disclosure of the Financial Procedures Agreement and related information on the Fund.

Section 15.4. *Entire Agreement.* The Financial Procedures Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes all oral communication and prior writings with respect thereto.

Section 15.5. *Execution in Counterparts.* The Financial Procedures Agreement may be executed in several counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument.

Letter of Commitment

[date]

[insert Project Agency's name]  
[Address to be inserted]

**[Fund's name] [Program name in the case of SCCF]  
Commitment of Funds to [name of the Project Agency]**

Dear Sir or Madam:

Reference is made to the Financial Procedures Agreement dated [ ], 2013, between the International Bank for Reconstruction and Development, as trustee (the "Trustee") of the [Fund's name] (the "Fund") and the [name of the Project Agency] (the "Project Agency") (the "Financial Procedures Agreement").

In accordance with Article 4 of the Standard Provisions (as such term is defined in the Financial Procedures Agreement), the Trustee hereby commits the sum of US\$ [ *insert amount* ] to the Project Agency such amount reflecting the amounts [approved by relevant Council or, endorsed or approved by the Chief Executive Officer/Chairperson of the GEF (the "CEO"), *select as appropriate*], during [period] for the Project Agency activities to be carried out in connection with the [Fund Projects, Agency Fees, *select as applicable*] under [Program name in the case of SCCF] listed in Annex attached hereto, provided, however, that pursuant to Section 4.1(e) and (f) of the Standard Provisions, the amount of the commitment hereunder may be subject to adjustment to reflect any subsequent decrease of the Fund funding allocated for any Fund Project or Agency Fee for which the commitment was made by the Trustee.

Funds will be transferred by the Trustee to the Project Agency to an account as designated by the Project Agency in accordance with the procedures set out in Article 5 of the Standard Provisions.

International Bank for Reconstruction and Development, as  
the Trustee of the [Fund's name]

\_\_\_\_\_  
Name:

Title:

Attachments

Letter of Commitment Cancellation

[date]

[insert Project Agency's name]  
[Address to be inserted]

**[Fund's name] [Program name in the case of SCCF]  
Cancellation of Commitment of Funds to  
the [name of the Project Agency]**

Dear Sir or Madam:

Reference is made to the Financial Procedures Agreement dated [ ], 2013, between the International Bank for Reconstruction and Development, as trustee (the "Trustee") of the [Fund's name] (the "Fund") and the [name of the Project Agency] (the "Financial Procedures Agreement").

In accordance with Section 4.1(e) and (f) of the Standard Provisions (as such term is defined in the Financial Procedures Agreement), the Trustee hereby notifies you that the commitment made by the Trustee in the sum of US\$ [ amount ] for the [Fund Projects, Agency Fees *select as applicable*] listed in Annex attached hereto is cancelled pursuant to said Sections.

International Bank for Reconstruction and Development, as  
the Trustee of the [Fund's name]

---

Name:  
Title:

Attachment

[FUND's name]

[Name of the Project Agency]

**Cash Transfer Request for the Fund Projects [for Program name in the case of SCCF] a/**

As of [date] \_\_\_\_\_  
(in US dollars)

Net Cumulative Cash received from the Trustee in the Project Agency TF b/ (1)	Net Cumulative Disbursements from the Project Agency TF c/ (2)	Net Cash Position (3) = (1) - (2)	Projected Cash Requirements for Next [6] Months (4)	Projected Net Cash Position (5) = (3) - (4)	Amount of Cash Transfer Request (6)
0.00	0.00	0.00	0.00	0.00	0.00

**Bank Account Details**

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

a/ This request includes cash transfers for Fund Projects, including project preparation activities, but excludes cash transfers for Agency Fees.  
b/ This column represents the cumulative amount transferred to the Project Agency less return of funds to the Trustee since the inception of the Project Agency TF.  
c/ This column represents the cumulative amount disbursed from the Project Agency TF less subsequent return of funds by project recipients to the Project Agency since the inception of the Project Agency TF.

[FUND's name]

[Name of the Project Agency]

Cash Transfer Request for Agency Fees [*under Program name in the case of SCCF*]

As of [date] \_\_\_\_\_  
(in US dollars)

Net Cumulative Cash received from the Trustee in the Project Agency TF a/ (1)		Amount of Cash Transfer Request (2)
0.00		0.00

Bank Account details

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

*a/ This column represents the cumulative amount transferred to the Project Agency less return of funds to the Trustee since the inception of the Project Agency TF.*

# ANNEX E

[FUND's name]

[Name of the Project Agency]

Project Agency Annual Report for Reconciliation in respect of Fund/[Program Account name in the case of SCCY] funding approved for [Project Agency]

As of [date]  
(in US dollars)

Trustee ID	GEFSEC ID	Project Agency ID	Project Title	Joint Project or Programmatic Initiative	Use	Component	Fund Council or CEO Approval date	Amount Set Aside	Funding Approval Status	Project Agency/Project Implementation Status	Project Agency Approval Date	CEO Endorsement/ Approval Date	Cumulative Trustee Commitment	Cumulative Cancelled Amounts	Final Unused Amount	Final Used Amount	Financial Closure Date	Trustee Net Commitment	Relation of Fund, if applicable	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	

a This report includes Fund Projects including project preparation activities and Agency Fee  
 b This column indicates the use for which the Fund funds are approved, such as Fund Project and Agency Fee  
 c This column indicates the component of the Fund funding, such as full-size mechanism enabling activities  
 d This column indicates the date of Fund Council approval or, in case of Fund funding which requires both CEO approval and endorsement the date of CEO approval  
 e This column indicates the date of CEO endorsement or, in case of Fund funding which requires both CEO approval and endorsement the date of CEO approval

**Annex F**

01/30/2014

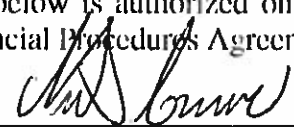
Attention: Director, Multilateral Trusteeship and Innovative Financing


International Bank for Reconstruction and Development,  
As Trustee of the Global Environment Facility  
1818 H Street, N.W.  
Washington, D.C. 20433  
United States of America

**Re: Financial Procedures Agreement between the Trustee and Conservation International**

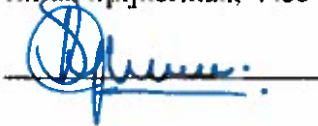
Dear Director:

I refer to the Financial Procedures Agreement between the International Bank for Reconstruction and Development, as trustee (the "Trustee") of the Global Environment Facility Trust Fund and Conservation International dated January 28, 2014 ("the Financial Procedures Agreement"). For the purposes of the Financial Procedures Agreement, any [one]<sup>1</sup> of the persons whose authenticated specimen signatures appear below is authorized on behalf of the Project Agency to sign any request or report under the Financial Procedures Agreement:

Niels Crone, Chief Operating Officer: Specimen Signature: 

Barbara DiPietro, Chief Finance Officer: Specimen Signature: 

Lilian Spijkerman, Vice President Global Public Partnerships: Specimen Signature:



Yours truly,



Chief Operating Officer

<sup>1</sup> Stipulate if more than one person needs to sign requests or reports, and how many or which positions, and if any thresholds apply.



**Annex G**

[FUND'S NAME]  
[Name of the Project Agency]

**Quarterly Report on Agency Approvals of [FUND] Projects [under Program name in the case of SCCF] <sup>a/</sup>**

**Date of Submission to the Trustee** \_\_\_\_\_

**For the Quarter Ended** \_\_\_\_\_

(in US Dollars)

<u>GEF/SEC ID</u>	<u>Project Title</u>	<u>Project Type</u>	<u>CEO Endorsed or Approved Amount <sup>b/</sup></u>	<u>Date of CEO Endorsement or Approval</u>	<u>Amount of Project Agency Approval <sup>c/</sup></u>	<u>Date of Project Agency Approval</u>	<u>Project Status</u>	<u>Comments</u>
<b>Grand Total</b>			<u><b>0.00</b></u>					<u><b>0.00</b></u>

*a. This report does not include amounts approved for Agency Fees, project preparation activities.*

*b. Amount of the Project Agency Approval should exclude, in the case of a joint project with other entities, the amount of the joint project that was allocated to the other entities.*

*c. If Amount of Project Agency Approval is different from CEO Endorsed or Approved Amount, please provide details in Comments section.*

**Annex H**

[FUND'S NAME]

[Name of the Project Agency]

Quarterly Report on Cancellations/Financial Closures for [projects/Agency Fees] [under Program name in the case of SCCE]

Date of Submission to the Trustee \_\_\_\_\_  
 For the Quarter Ended \_\_\_\_\_  
 (in US Dollars)

GEFSEC ID	Project Title	Project Type	Beneficiary Country	Fund Council or CEO Approved Amount	CEO Endorsed Amount	Net Trustee Commitment Amount <i>a</i>	Used Amount	Unused Amount/ Cancellations	Financial Closing Date, where Applicable	Comments
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9) = (7) - (8)	(10)	(11)

**Grand Total**

0.00      0.00

*a* Net Trustee Commitment Amount reflects original Trustee Commitment less any cancellations or reductions reported earlier

## Annex I

[FUND'S NAME]

[Name of the Project Agency]

**Annual Statement of Investment Income Earned on [FUND] Funds [under Program name in the case of SCCE]**

**Date of Submission to the Trustee \_\_\_\_\_**

**For the Period Ended \_\_\_\_\_**

*(in US Dollars)*

	Current Fiscal Year Activities <i>b</i>	Cumulative Since Inception <i>c</i>
1. Investment Income earned on cash balances held by [Name of the Project Agency] for [FUND] Projects <i>a/</i>	0.00	0.00
2. Investment Income remitted to the Trustee from [Name of the Project Agency]	<u>0.00</u>	<u>0.00</u>
3. Investment Income payable to the Trustee ( 1 - 2 ) <i>d/</i>	<b><u>0.00</u></b>	<b><u>0.00</u></b>

*a/ This amount does not include investment income earned on the investment of [FUND] funds transferred to [Name of the Project Agency] for Agency Fees.*

*b. This column presents activities of the current [FUND] Fiscal Year.*

*c. This column presents cumulative amounts since the inception of Project Agency TF to the end of the current [FUND] Fiscal Year.*

*d. Investment income shall be remitted to the Trustee upon the request of the Trustee. Investment income remitted to the Trustee is available for allocation by the Council.*