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Grant Agreement	Grant Management Regime I	Date:	21.10.2019

GRANT AGREEMENT

BETWEEN

THE NORWEGIAN MINISTRY OF FOREIGN AFFAIRS

AND

GLOBAL GREEN GROWTH INSTITUTE (GGGI)

REGARDING

INS 2134 19/0022, GGGI INDONESIA COUNTRY PROGRAM 2020-
2022

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This grant agreement (the Agreement) has been entered into between the Norwegian Ministry of Foreign Affairs (MFA), and Global Green Growth Institute, an international organization established through Agreement on the Establishment of the Global Green Growth Institute, having its headquarters in Seoul, South Korea (GGGI/the Organisation), (jointly referred to as the Parties),

WHEREAS Norway is a member of GGGI, signing the Agreement on the Establishment of GGGI on the 20th of June 2012 and becoming a Member on the 25th September 2013,

WHEREAS MFA has provided financial support to GGGI Country Program through agreement INS 12/0078 GGGI Indonesia Country Program 2012-2014 (first phase) dated 12 December 2012, and INS 14/0021 GGGI Indonesia Country Program 2016-2019 (second phase), dated 20 November 2015,

WHEREAS the Organisation has submitted a project document to MFA dated 16 June 2020 (the Project Document) regarding financial support to the project titled GGGI Country Program 2020-2022, INS 19/022 (the Project); and

WHEREAS MFA has decided to comply with the request;

NOW THEREFORE the Parties have agreed as follows:

1 SCOPE AND OBJECTIVES

- 1.1 This Agreement, including all annexes, sets forth the terms and procedures for MFA's financial support to the Project. The estimated costs of the Project are indicated in the budget attached as Annex A.
- 1.2 The Parties expect the Project to be implemented between 1 October 2020 and 30 September 2022 (the Support Period), with an inception period between 1 October 2020 and 31 December 2020.
- 1.3 The expected results of the Project are as follows:

The Project is designed to support Indonesia's NDC implementation to realize, and wherever possible exceed, its Nationally Determined Contributions (NDC) commitments, that is, 29-41% reductions of GHG emissions in the 2020-2030 period.

The expected effect on society (Impact) of the Project is 'Indonesia is well underway to achieve its NDC emission reduction commitments by reduced and avoided deforestation and peatland degradation in resilient landscapes, and able to adequately respond to calls for increased ambitions.'

The expected effect on the target group (Outcomes) of the Project are:

1. Effective policies and plans drive reduced deforestation and peatland degradation and avoided forest loss especially in provinces with large areas of intact forest.
2. Investment mobilized for emission reduction investment frameworks and project pipelines;
3. Key people trained demonstrate improved knowledge and capacity to make and enact low-carbon development policies, plans, investments.

The Outputs and Target Groups are specified in the Project Document.

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- 1.4 The full results framework is as set out in Annex B.
- 1.5 Any significant deviations from or changes to the Project Document or approved implementation plans or budgets are subject to written agreement between the Parties.

2 REPRESENTATION AND COMMUNICATION

- 2.1 The Royal Norwegian Embassy in Jakarta is competent to act on behalf of MFA. All communication to MFA regarding this Agreement shall be directed to:

Royal Norwegian Embassy in Jakarta
 Menara Rajawali Building 20th Floor
 Jl. Anak Agung Gde Agung
 Kawasan Mega Kuningan
 Jakarta 12950
 Indonesia

Email: emb.jakarta@mfa.mo

- 2.2 GGGI Country Representative in Indonesia is competent to act on behalf of the Organisation. All communication to the Organisation regarding this Agreement shall be directed to:

Global Green Growth Institute Indonesia
 Gedung Lippo Kuningan, Jl. H. R. Rasuna Said No.Kav. B-12, RT.6/RW.7, Kuningan, Karet
 Kuningan, Kota Jakarta Selatan
 Jakarta 12940
 Indonesia

Email: marcel.silvius@gggi.org

[Copying: partnerships@gggi.org](mailto:Copying.partnerships@gggi.org)

- 2.3 The Parties may give written notice of other contact information to replace the above.
- 2.4 MFA's agreement number INS-19/0022 and agreement title shall be stated in all correspondence regarding this Agreement, including disbursement requests and repayment of unused funds.

3 PROJECT IMPLEMENTATION

- 3.1 The Parties shall cooperate to ensure achievement of Project objectives. The Parties shall immediately inform each other of any circumstances likely to hamper or delay the implementation of the Project.
- 3.2 The Organisation shall have the overall responsibility for planning, implementing, reporting and monitoring of the Project, and shall:
- receive and administer the Grant in accordance with its financial rules and applicable policies and procedures, as decided by its governing body
 - implement the Project in accordance with the Agreement and the latest agreed Project Document, including implementation plan and budget;
 - exercise the necessary diligence, efficiency and transparency in line with best practise principles;
 - ensure sound financial management of the Project, including that all Project funds are satisfactorily accounted for;
 - keep MFA informed of any major organisational changes within the Organisation;

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- f) be solely responsible for any adverse effects of the Project; and
- g) continuously identify, assess and mitigate any relevant risks associated with the implementation of the Project. The risk of potential negative effects of the Project in the following cases (Cross-Cutting Issues) shall always be included in the risk management of the Project:
- anti-corruption
 - climate and environment,
 - women's rights and gender equality, and
 - human rights (with a particular focus on participation, accountability and non-discrimination);

- 3.3 Transfer of all or part of the Grant, including assets, to a cooperating partner shall be documented through a written agreement. The agreement shall specify that the partner is required to cooperate with the Organisation to ensure that it is able to fulfil its obligations hereunder. The agreement shall have provisions related to i.a. reporting, audit, procurement and measures to prevent financial irregularities. The agreement shall explicitly state that representatives of Norway shall have the same access to undertake the control measures related to the cooperating partner's use of the Grant as described in article 18.
- 3.4 The first three months of the Project as referred to in article 1.2. shall constitute the Inception Phase. GGGI will in this period consult with national and sub-national governmental counterparts to better define activities to be supported by the Project. An Inception Phase report shall be produced as detailed in article 7.1. The Inception Phase meeting is detailed in article 11.

4 THE GRANT

- 4.1 MFA shall provide a financial grant of maximum NOK 95 000 000 (Norwegian Kroner Ninety Five Million) (the Grant).
- 4.2 Disbursement after the current calendar year is subject to Norwegian Parliamentary appropriations.
- 4.3 The Grant, including accrued interest, shall be used exclusively to finance the actual costs of the implementation of the Project during the Support Period.
- 4.4 The Grant may be used to cover overheads/indirect costs up to a maximum of 7% of MFA's pro rata share of the incurred direct project costs of the Project as determined by GGGI Council in Council Decision on GGGI Overhead, C/2018/DC/6. The Decision is also available at the organization's website at <http://gggi.org/site/assets/uploads/2018/09/Decision-on-GGGI-Overhead.pdf>
- 4.5 The Organisation is responsible for obtaining any additional resources which may be required to duly implement the Project.
- 4.6 The Organisation shall acknowledge MFA's support to the Project in all publications and other materials issued in relation to the Project. MFA's logotype will be provided by MFA upon request. All use of MFA's logotype must be approved by MFA.

5 DISBURSEMENTS

- 5.1 The Grant shall be disbursed in advance instalments based on the financial need of the Project for the upcoming period, which shall not exceed six months. The disbursements shall be made upon MFA's receipt of written disbursement requests from the Organisation describing the financial

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need for the period in question. The first disbursement shall include approved Project expenses incurred prior to the signing of this Agreement.

- 5.2 Financial need refers to the budgeted expenditures for the upcoming period, less any funds available to the Project from all other sources during the same period.
- 5.3 The financial need shall be documented through an updated financial statement for the Project and a reference to the latest approved implementation plan and budget.
- 5.4 The disbursement requests shall be signed by the Chief Financial Officer of the Organisation. A confirmation that the Project is being implemented in accordance with the Agreement shall be included in the disbursement requests.
- 5.5 All disbursements are conditional upon the Organisation's continued compliance with the requirements of the Agreement, including the timely fulfilment of reporting obligations. Except for the Project's first year, the second disbursement each year is subject to MFA's receipt and approval of the progress report and financial report.
- 5.6 All disbursements will be made in NOK to the following bank account]:

Name of the account : Global Green Growth Institute
Account no. : 650-009467-169
IBAN no. : N/A
Name and address of the bank : Korean Exchange Bank (KEB), SEODAEMUN
BRANCH, 42 Saemunan-ro Jongno-gu Seoul
Swift/BIC code : KOEXKRSE
Currency of the account : USD

- 5.7 The Organisation shall immediately acknowledge receipt of the funds in writing. The amount received shall be stated as well as the date of receipt and the exchange rate applied.

6 IMPLEMENTATION PLAN AND BUDGET

- 6.1 An updated implementation plan and budget covering the period from October to September shall be submitted to MFA for approval by 30 July every year, except for the first operation year, which shall be presented as part of the Inception Report in January 2021. The implementation plan and budget shall be signed by an authorised representative of the Organisation.
- 6.2 The implementation plan shall be directly related to the results framework and shall specify planned activities and outputs as well as time schedules for the upcoming reporting period.
- 6.3 The updated budget shall be based on the approved budget and include estimated income to the Project from all sources as well as planned expenditures for the upcoming period. The estimated financial need of the Project in the next reporting period shall be clearly stated.

7 REPORTING ON RESULTS

- 7.1 An Inception Report, ref clause 3.4 above, covering the period of 1 October – 31 December 2020 shall be submitted to MFA for approval by 30 January 2021. The Inception Report shall, as minimum, include:
- a) An updated implementation plan and budget covering the period from 1 October 2020 to 30 September 2021, as mentioned in the clause 6.1 above;

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- b) Updated risk matrix to reflect political economic changes, including on cross-cutting themes in climate and environment;
- c) Updated proposed activities, particularly in Papua and West Papua;
- d) Updated results framework – upon consultation with the government partners.

7.2 A progress report covering the period from October to September shall be submitted to MFA for approval by 30 January each year except in 2021. The progress reports shall describe the results achieved by the Project during the reporting period and shall be set up in a way that allows for direct comparison with the latest approved Project Document, implementation plan and budget. It shall be signed by an authorised representative of the Organisation.

7.3 The progress reports shall, as a minimum, include:

- a) an account of the results achieved so far by the Project, using the format, indicators and targets of the approved results framework. The overview must:
 - show delivered outputs compared to planned outputs;
 - show the Project's progress towards achieving the Outcome;
 - if possible, describe the likelihood of the Impact being achieved.
- b) an account and assessment of any deviations from the latest approved implementation plan and Project Document;
- c) an assessment of how efficiently Project resources have been turned into outputs;
- d) a brief update on the risk management of the Project, including i) any new risk factors, ii) how materialized risks have been handled in the reporting period, iii) the effectiveness of mitigating measures, iv) how risks will be handled going forward. The update shall include both risks affecting Project achievements and the risks for negative consequences from the Project on its surroundings. Potential negative effects on the cross-cutting issues as referred to in article 3 clause 2 g) above shall always be accounted for.

8 FINANCIAL REPORTS

8.1 A financial report covering the period from October to September shall be submitted to MFA for approval by 30 January every year. The first financial report in 30 January 2022 will also cover the Inception Phase (October – December 2020).

8.2 The financial reports shall comprise financial statements with a comparison to the latest approved budget for the reporting period, as well as an explanation of any deviations from the budget as per clause 8.4 below. It shall be certified by the chief financial officer of the Organisation.

8.3 The financial statements shall be set up in a way that allows for direct comparison with the latest approved budget, using the same currency and budget line items. They shall, as a minimum, include:

- a) the accounting principles applied;
- b) income from all sources, including bank interest. MFA's contribution shall be specified;
- c) expenses charged/capitalised in the relevant reporting period;
- d) expenses charged/capitalised from start-up of the Project to the end of the reporting period;
- e) unused funds as per the reporting date;
- f) overhead/indirect costs to be covered by the Grant in accordance with article 4 above;
- g) balance sheet, when required in accordance with the accounting principles applied;
- h) explanatory notes including a description of the accounting policies used and any other explanatory material necessary for transparent financial reporting of the Project.

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8.4 Deviations from the approved budget shall be highlighted with information about both nominal amounts and percentage of each deviation. The Organisation shall include a written explanation of any deviations amounting to more than 10 % from a budget line.

9 AUDIT

9.1 The Project's annual financial statements shall be audited, and the audit report shall be submitted to MFA by 30 January each year. Any other document from the auditor significant to the implementation of the Project, as well as the Organisation's comments thereto, shall be submitted to MFA within the same deadline.

9.2 The audit shall be carried out by an independent chartered/certified public accountant acceptable to MFA. International audit standards such as International Standards of Auditing (ISA), or equivalent shall be applied.

9.3 The auditor shall form an opinion on whether the financial statements fairly reflect the financial position of the Project, and whether they are prepared, in all material respects, in accordance with the applicable financial reporting framework, namely:

- a) the accounting principles followed by the Organisation, and;
- b) requirements of article 8 clause 3.

9.4 The audit report shall include:

- a) identification of the Project's total expenses and total income;
- b) the subject of the audit;
- c) the financial reporting framework applied;
- d) the auditing standards applied;
- e) a statement that the auditor has obtained reasonable assurance about whether the financial statements as a whole are free from material misstatement;
- f) the auditor's opinion.

9.5 The costs of the audit shall be included in the Project budget.

9.6 The audit requirements stated in this Agreement shall apply to the total Grant including any part of the Grant transferred to other entities. The auditor of the Project's consolidated financial statement shall express an opinion on whether the statement is prepared, in all material respects, in accordance with the requirements of this Agreement. To this end, the auditor shall obtain sufficient appropriate audit evidence regarding the financial statements of the cooperating partners and the consolidation process.

9.7 MFA may request additional information from the auditor at any time. Such information shall be provided within 30 days of the request.

10 FINAL REPORT

10.1 A final report for the Support Period shall be submitted to MFA for approval within six months after the end of the Support Period. The final report shall be set up in a way that allows for a direct

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comparison with the Project Document and shall be signed by an authorised representative of the Organisation.

10.2 The final report shall, as a minimum, include:

- a) the items listed for the progress reports described in article 7 covering the entire Support Period;
- b) an assessment of the Project's effect on society (Impact);
- c) a description of the main lessons learned from the Project;
- d) an assessment of the sustainability of the results achieved by the Project.

11 FORMAL MEETINGS

- 11.1 An Inception Phase Meeting shall be conducted at the latest one month after the completion of the Inception Phase. In the Inception Phase Meeting, GGGI shall present the findings of the inception phase and present any corresponding adjustments based on information specified in 7.1 for approval by the MFA.
- 11.2 The Parties shall hold formal meetings one per year, tentatively in 28 February in order to discuss i.a. the results achieved by the Project during the Support Period. The meetings shall be called and chaired by the MFA.
- 11.3 The Parties shall discuss the latest progress report and financial report, as well as the implementation plan and budget for the upcoming period, unless otherwise agreed.
- 11.4 The Organisation shall record main issues discussed, points of view expressed and decisions made, in minutes from the meetings. The Organisation shall draft the minutes and submit them to MFA no later than two weeks after the meetings for any comments. The agreed minutes shall be signed by both Parties.
- 11.5 The Parties may invite others to participate as observers or advisers to their delegations. The Parties shall notify each other in advance of any external participants and their role in the meetings.
- 11.6 MFA shall participate in annual Steering Committee meetings held by the Organisation for the Green Growth Program.

12 REVIEWS AND OTHER FOLLOW-UP MEASURES

- 12.1 An end review focusing on results achieved by the Project and Project sustainability shall be carried out by 30 January 2023. The Organisation shall draft the terms of reference for the review and submit them to the other Party for approval. The costs of the review shall be included in the Project budget.
- 12.2 If the Organisation or another interested party initiates a review or evaluation of activities wholly or partly funded by the Grant, MFA shall be informed. The Terms of Reference for the review shall be forwarded to MFA at least four weeks in advance for comments. MFA shall be invited to participate in the review. The Organisation shall forward a copy of the report of any such review or evaluation to MFA without undue delay.

13 PROCUREMENT

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- 13.1 All procurement shall be completed in accordance with the Organisation's rules and regulations related to procurement.

14 PROJECT ASSETS

- 14.1 The Organisation shall have full ownership to all equipment, consumables and intellectual property rights procured or developed by use of the Grant, unless otherwise described in the Project Document. MFA shall have a non-exclusive and royalty-free license to use all intellectual property rights procured or developed by use of the Grant. MFA may assign this right to any individual or organisation at its own discretion.

14.2 Ownership, and transfer of such ownership, to all equipment, consumables and intellectual property rights procured or developed by used of the Grant shall be determined as provided for in the Organization's rules and regulations.

15 CONFLICT OF INTEREST

- 15.1 The Parties shall take all necessary precautions to avoid any conflicts of interest in all matters related to the Project.
- 15.2 Conflict of interest refers to any situation where the impartial and objective exercise of the functions of anyone acting on behalf of the Parties is, or may be, compromised for reasons involving family, personal life, political or national affinity, economic interest or any other connection or shared interest with another person.
- 15.3 If a conflict of interest occurs, the affected Party shall, without delay, take all necessary measures to resolve the conflict, e.g. by replacing the person in question or by obtaining independent verification of the terms of the proposed decision or transaction.
- 15.4 If the conflict of interest cannot be resolved and if it relates to a decision or transaction of significance to the Project, the affected Party shall immediately notify the other Party. The Parties shall discuss in order to reach an understanding on the appropriate measures to be taken.

16 FINANCIAL IRREGULARITIES

- 16.1 The Parties shall practise zero tolerance towards any financial irregularities within and related to the Project. The zero tolerance policy applies to all staff members, consultants and other non-staff personnel, contractor, implementing partners and beneficiaries of the Grant.
- 16.2 "Financial irregularities" refers to all kinds of:
- a) corruption, including bribery, nepotism and illegal gratuities;
 - b) misappropriation of cash, inventory and all other kinds of assets;
 - c) financial and non-financial fraudulent statements;
 - d) all other use of Project funds not in accordance with the latest agreed Project Document, implementation plan and budget.
- 16.3 The Parties are firmly committed to prevent, detect and manage financial irregularities and shall therefore:
- a) organise their operations and internal control systems in a way that financial irregularities are prevented and detected;

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- b) cooperate fully to prevent, stop and handle financial irregularities within and related to the Project;
- c) require that all staff involved in, and any consultants, suppliers and contractors financed under the Project refrain from financial irregularities.

- 16.4 The Parties shall immediately inform each other of any indication of financial irregularities and of the measures initiated to handle the situation.
- 16.5 The Parties shall cooperate fully in the investigations of such events, whether the investigation is led by MFA or the Organisation.
- 16.6 The Parties shall consider prosecution and/or other reasonable sanctions towards any person and/or legal entity suspected of financial irregularities within or in relation to the Project.
- 16.7 MFA may apply any measure as referred to in article 19 clauses 1 and 2, with immediate effect and irrespective of article 19 clause 3, if MFA determines that any financial irregularities have occurred. Any repayment claim may also include interest, investment income or any other financial gain obtained as a result of the financial irregularity.

17 TRANSPARENCY

- 17.1 The Organisation shall comply with Disclosure Policy approved by the Council of the Organisation in Decision No. C/2018/DC/8 issued on 31 October 2018.
- 17.2 The Parties shall make Project documentation, including the Project Document and all agreed reports, available to anyone upon request. Requests for disclosure may be denied if such disclosure is prohibited by national legislation, confidentiality obligations and/or if it may be detrimental to the Organisation's legitimate interests.

18 VERIFICATION

- 18.1 Upon reasonable prior written notice to the Organisation and at MFA's own costs, representatives of Norway may at all times carry out independent reviews, field visits, evaluations and other control measures to verify that the Grant has been used in accordance with the Agreement.
- 18.2 The Organisation shall facilitate such control measures by providing all information and documents necessary to carry out the relevant initiative, as well as ensuring the unrestricted access of such representatives to any premises, records, goods and documents requested which are directly related to the Project.
- 18.3 The Organisation shall ensure that the representatives have access to the auditor of the Project, as well as to the auditor's assessments of all relevant information pertaining to the Project. The Organisation shall release the auditor from any confidentiality obligations in order to facilitate such access.
- 18.4 The rights and obligations of this article shall remain in force for five years following the end of the Support Period or termination of the Agreement, whichever occurs later.

19 RESERVATIONS

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- 19.1 MFA reserves the right to withhold disbursements at any time in case the Organisation fails to fulfil its obligations under this Agreement and/or if there is reasonable suspicion of financial irregularities.
- 19.2 MFA reserves the right to terminate the Agreement with immediate effect and/or claim repayment of all or parts of the Grant in the event of material breach of this Agreement by the Organisation. Material breach of the Agreement shall include, without limitation, the following:
- a) all or part of the Grant has not been used in accordance with the Agreement and/or approved implementation plans and budget,
 - b) the use of the Grant has not been satisfactorily accounted for,
 - c) the Organisation has, after having been granted an extended deadline, failed to provide the agreed reports,
 - d) financial irregularities, grave professional misconduct or illegal activity of any form have taken place within the Project,
 - e) the Organisation has failed to inform MFA of indication of financial irregularities within the Project in accordance with article 16 above.
- 19.3 Before withholding disbursements, claiming repayment or terminating this Agreement, the Parties shall consult with a view to reaching a solution on the matter.

20 LIABILITY

- 20.1 MFA shall not be held liable for damage, injury or loss of income sustained by the Organisation or its agencies, staff or property as a direct or indirect consequence of the Project. No claim for compensation or increases in payment in connection with such damage, injury or loss of income will be accepted.
- 20.2 The Organisation shall assume sole liability towards third parties, including liability for damage, injury or loss of income of any kind sustained by them as a direct or indirect consequence of the Project. The Organisation shall indemnify MFA against any claim or action from the Organisation's employees or third parties in relation to the Project.

21 PRIVILEGES AND IMMUNITIES

- 21.1 Nothing in this Agreement or any document related to the Agreement shall imply a waiver, express or implied, by MFA, the Government of Norway, nor the Organisation, or any of either's officials of any privileges or immunity enjoyed by them.

22 DURATION, AMENDMENT AND TERMINATION

- 22.1 The Agreement shall enter into force on the date of the last signature, and shall remain in force until all obligations arising from it have been fulfilled, or until it is terminated in accordance with

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this article. Whether the obligations shall be considered fulfilled, will be determined through consultations between the Parties and confirmed by MFA in a completion letter.

- 22.2 The Agreement may be amended. Any such amendment must be agreed upon in writing between the Parties and shall become an integral part of the Agreement.
- 22.3 Each Party may terminate the Agreement upon three months written notice. If the Project cannot continue without the financial support of MFA, the Organisation shall exert its best efforts to discontinue or scale down the Project promptly and in an orderly and financially sound manner.

23 RETURN OF INTEREST AND UNUSED FUNDS

23.1 Upon completion of the Support Period or upon termination of this Agreement, any unused funds that total more than NOK 500 shall be repaid to MFA as soon as possible and at the latest within 6 months. The repayment shall include any interest which has not been used for Project purposes, and other financial gain accrued on the Grant. This does not apply in case of termination where such funds have been irrevocably committed by the Organisation in a legally binding agreement entered into with any third parties prior to the receipt of the notice of termination.

23.2 Repayments shall be made to the following bank account:

Name of the account:	Norwegian Embassy in Jakarta
Account no.:	7694 0513 711
IBAN no.:	NO60 7694 0513 711
Name and address of the bank:	DNB ASA, 0021 Oslo, Norway
Swift/BIC code:	DNBANOK

23.3 The transaction shall be clearly marked: "Unused funds". The name of the Organisation shall be stated, along with the MFA's agreement number and agreement title.

24 DISPUTE RESOLUTION

24.1 Any dispute concerning this Agreement shall be settled by consultations between the Parties.

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IN WITNESS WHEREOF the undersigned, acting on behalf of their respective Party, have signed the Agreement in two -2- originals in the English language, whereof the Parties keep one each. In the event of any discrepancies between this English language version and any later translations, the English language version shall prevail.

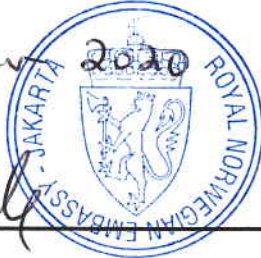
Place: *Jakarta*

Seoul

Date: *12 October 2020*

10/13/2020

Vegard Kaale



DocuSigned by:
Frank Rijsberman
EFFF958D043E44C...

for the Norwegian Ministry of Foreign Affairs,

for Global Green Growth Institute

Vegard Kaale

Frank Rijsberman

Ambassador

Director-General

Royal Norwegian Embassy in Jakarta

Global Green Growth Institute

Attachments:

Annex A: Approved budget for the Project

Annex B: Results framework