Critical Ecosystem Partnership Fund

Grant Agreement

(Critical Ecosystem Partnership Fund (EC))

between

CONSERVATION INTERNATIONAL FOUNDATION

and

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

acting as administrator of the Critical Ecosystem Partnership Fund (EC)

Dated November 26, 2013
CRITICAL ECOSYSTEM PARTNERSHIP FUND (EC)
GRANT AGREEMENT

AGREEMENT dated November 26, 2013, entered into between:

CONSERVATION INTERNATIONAL FOUNDATION ("CI" or "Recipient"); and

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("World Bank"), acting as administrator of the Critical Ecosystem Partnership Fund (EC) ("Trust Fund").

Whereas, the World Bank, the Global Environment Facility ("GEF") through the World Bank, and CI signed a Financing Agreement, dated December 14, 2000, establishing the first phase of a Strategic Partnership for Critical Ecosystems; and, also signed a Memorandum of Understanding, on December 14, 2000, expressing their commitment to form a strategic partnership for Critical Ecosystems (the "CEPF"), in which they and other organizations committed to funding biodiversity conservation were invited to take part, in order to initiate a global program to address the conservation of those critical ecosystems of the world which are the most biologically rich and under greatest threat;

Whereas, the World Bank, acting as an Implementing Agency of GEF, and CI, signed a Financing Agreement, dated January 11, 2008, establishing a second phase of a Strategic Partnership for Critical Ecosystems and thereby agreeing to make available a grant to the Recipient in an amount equal to twenty million United States Dollars (US$20,000,000) to assist in the financing of the CEPF;

Whereas, the World Bank, as Trustee to the Critical Ecosystems Partnership Fund of the Government of Japan, and the Government of Japan entered into an amendment of the Administration Arrangement concerning the CEPF, dated March 25, 2011, acknowledging the intention of the Government of Japan to make available an initial additional contribution to the CEPF in the amount of ten million United States Dollars (US$10,000,000) and to consider on an annual basis additional contributions up to an aggregate amount of twenty-five million US Dollars (US$25,000,000). The World Bank, as Trustee to the Critical Ecosystems Partnership Fund of the Government of Japan, signed a Grant Agreement, dated June 22, 2012 in an amount equal to Nine Million Eight Hundred Seventy Five Thousand United States Dollars ($9,875,000) to assist in the financing of the CEPF;

Whereas, the World Bank has agreed to make available to the Recipient additional funds to support the CEPF, subject to an annual allocation from the World Bank Development Grant Facility ("DGF") Window 2;

Whereas, the World Bank and the European Union, as represented by the European Commission, entered into an Administration Agreement concerning the CEPF dated June 7, 2013 to acknowledge the intention of the European Union to make available a contribution in the amount of eighteen million Euros (Euro 18,000,000) to be
administered by the World Bank for the Trust Fund;

Whereas, partnerships are a fundamental tenet of CEPF, which focuses on building alliances and coordinated approaches between NGOs, governments, donors and other sectors of civil society to contribute to better planning and management of natural resources and conservation investment and to promote their long-term success and sustainable outcomes;

Whereas, representatives of the l’Agence Française de Développement, Cl, the European Union, the GEF, the Government of Japan, the John D. and Catherine T. MacArthur Foundation, and the World Bank are members of the CEPF supervising body (the “CEPF Donor Council”); and

NOW THEREFORE, the Recipient and the World Bank hereby agree as follows:
Article I
Standard Conditions; Definitions


1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the Standard Conditions or in this Agreement.

Article II
The Project

2.01. The Recipient declares its commitment to the objectives of the project described in Schedule 1 to this Agreement ("Project"). To this end, the Recipient shall carry out the Project in accordance with the provisions of Article II of the Standard Conditions.

2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the Recipient and the World Bank shall otherwise agree, the Recipient shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

Article III
The Grant

3.01. The World Bank agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant in an amount of Seventeen million one hundred thousand Euros (€17,100,000) ("Grant") to assist in financing the Project.

3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section IV of Schedule 2 to this Agreement.

3.03. The Grant is funded out of the Trust Fund for which the World Bank receives periodic contributions from the European Union to the Trust Fund. In accordance with Section 3.02 of the Standard Conditions, the World Bank’s payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the donor under the Trust Fund, and the Recipient’s right to withdraw the Grant proceeds is subject to the availability of such funds.

Article IV
Additional Remedies
4.01. The Additional Event of Suspension referred to in Section 4.02 (k) of the Standard Conditions consists of the following:

The World Bank has determined after the Effective Date referred to in Section 5.02 of this Agreement that prior to such date but after the date of this Agreement, an event has occurred which would have entitled the World Bank to suspend the Recipient’s right to make withdrawals from the Grant Account if this Agreement had been effective on the date such event occurred.

**Article V**

**Effectiveness; Termination**

5.01. This Agreement shall not become effective until evidence satisfactory to the World Bank has been furnished to the World Bank that the execution and delivery of this Agreement on behalf of the Recipient have been duly authorized or ratified by all necessary corporate action.

5.02. As part of the evidence to be furnished pursuant to Section 5.01, there shall be furnished to the World Bank an opinion satisfactory to the World Bank of counsel acceptable to the World Bank, showing, on behalf of the Recipient, that this Agreement has been duly authorized or ratified by, and executed and delivered on its behalf and is legally binding upon it in accordance with its terms.

5.03. Except as the Recipient and the World Bank shall otherwise agree, this Agreement shall enter into effect on the date upon which the World Bank dispatches to the Recipient notice of its acceptance of the evidence required pursuant to Section 5.01 (“Effective Date”). If, before the Effective Date, any event has occurred which would have entitled the World Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if this Agreement had been effective, the World Bank may postpone the dispatch of the notice referred to in this Section until such event (or events) has (or have) ceased to exist.

5.04. This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date 90 days after the date of this Agreement, unless the World Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The World Bank shall promptly notify the Recipient of such later date.

**Article VI**

**Recipient’s Representative; Addresses**

6.01. The Recipient’s Representative referred to in Section 7.02 of the Standard Conditions is Executive Director, Critical Ecosystem Partnership Fund, Conservation International Foundation.

6.02. The Recipient’s Address referred to in Section 7.01 of the Standard Conditions is:
Critical Ecosystem Partnership Fund  
Conservation International Foundation  
2011 Crystal Drive, Suite 500  
Arlington, VA 22202  
United States of America  

Telefax: 1-703-553-0958  

6.03. The World Bank’s Address referred to in Section 7.01 of the Standard Conditions is:  

International Bank for Reconstruction and Development  
1818 H Street, N.W.  
Washington, D.C. 20433  
United States of America  

Cable: INTB_FRAD  
Telex: 248423 (MCI) or 64145 (MCI)  
Facsimile: 1-202-477-6391
AGREED at District of Columbia, United States of America, as of the day and year first above written.

CONSERVATION INTERNATIONAL FOUNDATION

By: [Signature]

Niels Crone
Chief Operating Officer
Chairman and Chief Executive Officer
Conservation International Foundation

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
acting as administrator of the Critical Ecosystem Partnership Fund (EC)

By: [Signature] 11/26/2015

Zoubida Allsoua
Acting Vice President
Sustainable Development Network
SCHEDULE I

Project Description

The objective of the Project is to strengthen the involvement and effectiveness of civil society in contributing to the conservation and management of globally important biodiversity in the hotspots listed in Schedule 3, in World Bank member countries that have ratified the Convention on Biological Diversity.

The Project consists of the following parts:

Part A. Strengthening protection and management of globally significant biodiversity.

Provision of Ecosystem Sub-grants to Beneficiaries to support the protection and management of globally significant biodiversity in the hotspots listed in Schedule 3.

Part B. Increasing local and national capacity to integrate biodiversity conservation into development and landscape planning.

Provision of Ecosystem Sub-grants to Beneficiaries to support the integration of biodiversity conservation into development and landscapes planning, including enabling civil society groups to plan, implement and influence biodiversity outcomes as effective partners in sustainable development.

Part C. Monitoring and knowledge sharing.

Provision of technical assistance and Ecosystem Sub-grants to support: (i) monitoring and evaluation at the ecosystem level; and (ii) lessons learned within and across the hotspots listed in Schedule 3.

Part D. Ecosystem profile development and project management and implementation.

1. Provision of technical assistance and Ecosystem Sub-grants to support the development of ecosystem profiles.

2. Carry out Project development, management and implementation.
SCHEDULE 2
Project Execution

Section I. Institutional and Implementation Arrangements

A. Institutional and CEPF Governance Arrangements

1. The Recipient shall carry out the Project with due diligence and efficiency under the supervision and general guidance of the CEPF Donor Council and with the assistance of the CEPF Working Group.

2. The CEPF governance structure, which comprises the CEPF Donor Council and CEPF Working Group, is defined in the CEPF Operational Manual.

B. CEPF Operational Manual

1. The Recipient shall carry out the Project in accordance with an operational manual ("CEPF Operational Manual"), approved by CEPF Donor Council on September 2007, and updated and reviewed from time to time with the approval of the CEPF Donor Council, acceptable to the World Bank, containing detailed arrangements and procedures for: (i) institutional arrangements and day-to-day coordination of the Project; (ii) Project disbursement and financial management; (iii) procurement; (iv) the Environmental and Social Management Framework, Pest Management Plan, Indigenous Peoples Framework and the Process Framework for Involuntary Restriction (collectively, "the Environmental and Social Safeguard Instruments"); (v) review and approval of Ecosystem Sub-grants; (vi) monitoring, reporting and evaluation; and (vii) any other administrative, financial, technical and organizational arrangements as shall be required for the Project.

2. The Recipient shall not amend, abrogate or waive, or permit to be amended, abrogated or waived, the CEPF Operational Manual, without the prior written approval of the World Bank and CEPF Donor Council. In case of any conflict between the provisions of this Agreement and those of the CEPF Operational Manual, the provisions of this Agreement shall prevail.

C. Anti-Corruption

The Recipient shall ensure that the Project is carried out in accordance with the provisions of the "Guidelines on Preventing andCombating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants", dated October 15, 2006 and revised in January 2011 ("Anti-Corruption Guidelines").

D. Ecosystem Sub-grants

1. For the purpose of carrying out Part A, B, C and D.1. of the Project, the Recipient shall make available a portion of the proceeds of the Grant allocated from time to time to eligible beneficiaries ("Beneficiary" or "Beneficiaries") as sub-grants ("Ecosystem Sub-grants"). Such Ecosystem Sub-grants shall be made under a
sub-grant agreement ("Sub-grant agreement"), on terms and conditions satisfactory to the World Bank, and as described in the CEPF Operational Manual.

2. The Recipient, shall take all measures necessary to ensure that, in making the Ecosystem Sub-grants available to Beneficiaries, the Recipient obtain rights adequate to protect the interests of the World Bank, including:

(i) The Beneficiary undertaking to carry out its sub-project in accordance with the provisions of the Anti-Corruption Guidelines applicable to recipients of grant proceeds other than the Recipient;
(ii) The World Bank’s and the Recipient’s right to require audits of the Beneficiary’s records and accounts;
(iii) The Recipient’s right to suspend, terminate and seek refund of the Ecosystem Sub-grant.

3. Except as the World Bank shall otherwise agree in writing, the Recipient shall not assign, abrogate, repeal, waive or fail to enforce any Ecosystem Sub-grant agreement or any of its provisions.

E. Safeguards.

1. The Recipient shall, and shall cause the Beneficiaries to, carry out the Project in accordance with the Environmental and Social Safeguard Instruments. The Recipient shall not assign, amend, abrogate or waive the Environmental and Social Safeguard Instruments, without the prior written approval of the Bank and the CEPF Donor Council.

2. The Recipient shall cause each Beneficiary to prepare and implement, where applicable, an environmental and social management plan or any other necessary safeguard instrument, acceptable to the World Bank, and in accordance with the Environmental Safeguard Instruments.

F. Donor Visibility and Visit

1. The Recipient shall take or cause to be taken all such measures as the World Bank may reasonably request to identify publicly the European Union support for the Project.

2. For the purposes of Section 2.09 of the Standard Conditions, the Recipient shall, upon the World Bank’s request, take all measures required on its part to enable the representatives of the European Union to visit any part of the Member Country’s territory for purposes related to the Project.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports; Completion Report
1. The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 2.06 of the Standard Conditions and on the basis of indicators acceptable to the World Bank, and described in the CEPF Operational Manual. Each Project Report shall cover the period of one calendar quarter, and shall be furnished to the World Bank no later than 45 days after the end of the period covered by such report, with the exception of each report for the second quarter (ending June 30), which shall be furnished to the World Bank no later than every September 15.

2. The Recipient shall prepare the Completion Report in accordance with the provisions of Section 2.06 of the Standard Conditions. The Completion Report shall be furnished to the World Bank not later than two months after the Closing Date.

B. Financial Management; Financial Reports; Audits

1. The Recipient shall ensure that a financial management system is maintained in accordance with the provisions of Section 2.07 of the Standard Conditions.

2. The Recipient shall ensure that interim unaudited financial reports for the Project are prepared and furnished to the World Bank as part of the Project Report no later than 45 days after the end of each calendar quarter, covering the quarter, with the exception of each report for the second quarter (ending June 30) which shall be furnished to the World Bank no later than every September 15, in form and substance satisfactory to the World Bank.

3. The Recipient shall have its Financial Statements for the Project audited in accordance with the provisions of Section 2.07 (b) of the Standard Conditions and the CEPF Operational Manual. Each such audit of the Financial Statements shall cover the period of one fiscal year of the Recipient. The audited Financial Statements for each such period shall be furnished to the World Bank not later than five months after the end of such period.

Section III. Procurement

A. General

1. Procurement and Consultant Guidelines. All goods, non-consulting services and consultants' services required for the Project and to be financed out of the proceeds of the Grant shall be procured in accordance with the requirements set forth or referred to in:

the provisions of this Section III, as the same shall be elaborated in the procurement plan prepared and updated from time to time by the Recipient for the Project in accordance with paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines ("Procurement Plan").

2. **Definitions.** The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the World Bank of particular contracts, refer to the corresponding method described in Sections II and III of the Procurement Guidelines, or Sections II, III, IV and V of the Consultant Guidelines, as the case may be.

**B. Particular Methods of Procurement of Goods, and Non-consulting services**

1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods and non-consulting services shall be procured under contracts awarded on the basis of International Competitive Bidding.

2. **Other Methods of Procurement of Goods and Non-consulting services.** The following methods, other than International Competitive Bidding, may be used for procurement of goods and non-consulting services for those contracts specified in the Procurement Plan: (a) Shopping; and (b) Direct Contracting.

**C. Particular Methods of Procurement of Consultants' Services**

1. **Quality- and Cost-based Selection.** Except as otherwise provided in paragraph 2 below, consultants' services shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection.

2. **Other Methods of Procurement of Consultants' Services.** The following methods, other than Quality- and Cost-based Selection, may be used for procurement of consultants' services for those assignments which are specified in the Procurement Plan: (a) Quality-based Selection; (b) Selection under a Fixed Budget; (c) Least Cost Selection; (d) Selection based on Consultants' Qualifications; (e) Single-source Selection of consulting firms; and (i) Selection of Individual Consultants; and (j) Single-source procedures for the Selection of Individual Consultants.

**D. Review by the World Bank of Procurement Decisions**

The Procurement Plan shall set forth those contracts which shall be subject to the World Bank's Prior Review. All other contracts shall be subject to Post Review by the World Bank.

**Section IV. Withdrawal of Grant Proceeds**

**A. General**

1. No later than April 30 of each year, the Recipient shall prepare an annual budget (the "Annual Spending Plan") for review and approval by the CEPF Donor
Council, describing *inter alia* the funding levels of the proposed spending categories for the CEPP during the next Fiscal Year.

2. The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) Article III of the Standard Conditions; (b) this Section; and (c) such additional instructions as the World Bank may specify by notice to the Recipient (including the “World Bank Disbursement Guidelines for Projects” dated May 2006, as revised from time to time by the World Bank and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 3 below.

3. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Grant (“Category”), the allocations of the amounts of the Grant to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

<table>
<thead>
<tr>
<th>Disbursement Categories</th>
<th>Amount of the Grant Allocated (expressed in EUR)</th>
<th>Percentage of Expenditures to be Financed (exclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Consultants' services, services and goods</td>
<td>855,000</td>
<td>50%</td>
</tr>
<tr>
<td>(2) Ecosystem Sub-grants</td>
<td>13,680,000</td>
<td>50%</td>
</tr>
<tr>
<td>(3) Project Management Costs</td>
<td>2,565,000</td>
<td>40%</td>
</tr>
<tr>
<td>TOTAL</td>
<td>17,100,000</td>
<td></td>
</tr>
</tbody>
</table>

"Project Management Costs" means reasonable expenditures directly related to the administration of the Project, incurred by the Recipient (which expenditures would not have been incurred absent the activities), including salaries, management services support costs, consumable materials and supplies, communications, mass media and printing services, vehicle rental, operation and maintenance, postage and handling, travel, lodging and per diems, and charges for the opening and operation of bank accounts required for the Project.

**B. Withdrawal Conditions; Withdrawal Period**

1. Notwithstanding the provisions of Part A of this Section no withdrawal shall be made:

(a) for payments made prior to the date of this Agreement; and

(b) for payments of expenditures and provisions for possible future losses or debts, interest owed to any third party, items already financed from other sources, purchases of land and buildings, currency exchange losses, and Taxes.
(c) for payments inconsistent with what is approved in the Annual Spending Plan, as approved by the CEPF Donor Council.

2. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is December 31, 2017.

Section V. Other Undertakings.

The Recipient undertakes to take necessary precautions to avoid conflicts of interests associated with the Project.
Schedule 3
List of Biodiversity Hotspots

1. Atlantic Forest
2. California Floristic Province
3. Cape Floristic Region
4. Caribbean Islands
5. Caucasus
6. Cerrado
7. Chilean Winter Rainfall-Valdivian Forests
8. Coastal Forests of Eastern Africa
9. Eastern Afromontane
10. East Melanesian Islands
11. Guinean Forests of West Africa
12. Himalayas
13. Horn of Africa
14. Indo-Burma
15. Irano-Anatolian
16. Japan
17. Madagascar and Indian Ocean Islands
18. Madrean Pine-Oak Woodlands
19. Maputoland-Pondoland-Albany
20. Mediterranean Basin
21. Mesoamerica
22. Mountains of Central Asia
23. Mountains of Southwest China
24. New Caledonia
25. New Zealand
26. Philippines
27. Polynesia-Micronesia
28. Southwest Australia
29. Succulent Karoo
30. Sundaland
31. Tropical Andes
32. Tumbes-Chocó-Magdalena
33. Wallacea
34. Western Ghats and Sri Lanka

Interim un-audited Financial Statements (IFR)

Conservation International Foundation

Critical Ecosystem Partnership Fund
GEF Grant No. 091421/ DGF File: 102412 / Government of Japan Grant TF013003 / European Commission Grant TF015491

Quarterly Sources & Uses of Funds
For the Quarter ending xxxx 31, 2013

In USD 000's

<table>
<thead>
<tr>
<th>Sources of Funds</th>
<th>Actual</th>
<th>Planned</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Current Quarter</td>
<td>Cumulative To-Date (i)</td>
<td>Current Quarter</td>
</tr>
<tr>
<td>GEF Grant</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>IBRD - DGF</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CI Grant</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>AFD Grant</td>
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<td></td>
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<tr>
<td>MacArthur Grant</td>
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<tr>
<td>Government of Japan Grant</td>
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<td></td>
<td></td>
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<tr>
<td>European Commission</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interest Earned</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Less:**

Uses of Funds (ii)

1. Ecosystem Profile Preparation
   1.1 Ecosystem Preparation Grants
   1.2 Incremental Operating Costs (iii)
   1.3 Consulting & Non-Consulting Services and Goods
2. Secretariat Costs
   2.1 Incremental Operating Costs (iii)
   2.2 Consulting & Non-Consulting Services and Goods
3. Ecosystem Grants
4. Project Management Costs
5. RIT Operating & Monitoring Costs

**Total**

Sources less Uses

(i) Project to date
(ii) Includes signed external grants and internal grant expenses
(iii) Incremental Operating Costs as defined in the Government of Japan Grant Agreement and Project Management Costs as defined in the EC Grant Agreement are different terms for the same expenditures
## Interim un-audited Financial Statements (IFR)

**Conservation International Foundation**

**Critical Ecosystem Partnership Fund**

GEF Grant No. 091421/ DGF File: 102412 / Government of Japan Grant TF013003 / European Commission Grant TF015491

Quarterly Sources and Uses of Funds
For the Quarter ending xxxx 31, 2013

In USD 000's

<table>
<thead>
<tr>
<th>Program Activities (i)</th>
<th>Current Quarter</th>
<th>Actuals</th>
<th>Cumulative to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>GEF</td>
<td>BIRD - DGF</td>
<td>Japan</td>
</tr>
<tr>
<td><strong>Expenditures</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Ecosystem Profile Preparation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1 Ecosystem Preparation Grants</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.2 Incremental Operating Costs (ii)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.3 Consulting &amp; Non-Consulting Services and Goods (iii)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Secretarial Costs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.1 Incremental Operating Costs (iv)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.2 Consulting &amp; Non-Consulting Services and Goods (v)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ecosystem Grants</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Subprojects and RIT Subprojects</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. RIT Operating and Monitoring Costs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Program Expenditure</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Funds Received</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>% of Funding</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0%</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td><strong>Balance (ii)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(i) Items under Program Activities as agreed upon between CI and the Partners, as reflected in the Operational Manual and as subsequently amended

(ii) Negative balance indicates a balance available

(iv) Incremental Operating Costs as defined in the Government of Japan Grant Agreement and Project Management Costs as defined in the EC Grant Agreement are different terms for the same expenditures

### Percentage of Expenses Funded by Donor

<table>
<thead>
<tr>
<th>Expense Type</th>
<th>GEF</th>
<th>Japan</th>
<th>EC</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Ecosystem Profile Preparation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1 Ecosystem Preparation Grants</td>
<td>40%</td>
<td>50%</td>
<td></td>
</tr>
<tr>
<td>1.2 Incremental Operating Costs (ii)</td>
<td>50%</td>
<td>40%</td>
<td></td>
</tr>
<tr>
<td>1.3 Consulting &amp; Non-Consulting Services and Goods</td>
<td>35%</td>
<td>50%</td>
<td></td>
</tr>
<tr>
<td>2. Secretarial Costs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.1 Incremental Operating Costs (iv)</td>
<td>50%</td>
<td>40%</td>
<td></td>
</tr>
<tr>
<td>2.2 Consulting &amp; Non-Consulting Services and Goods</td>
<td>35%</td>
<td>50%</td>
<td></td>
</tr>
<tr>
<td>3. Subprojects and RIT Subprojects</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. RIT Operating and Monitoring Costs</td>
<td>50%</td>
<td>40%</td>
<td>40%</td>
</tr>
</tbody>
</table>
### Disbursement Category

<table>
<thead>
<tr>
<th>Requirement for quarter ending</th>
<th>Requirement for six months ending</th>
<th>GEF eligible expenses for six months ending</th>
<th>Govt of Japan eligible expenses for six months ending</th>
<th>European Commission eligible expenses for six months ending</th>
</tr>
</thead>
<tbody>
<tr>
<td>30-Jun-13 (a)</td>
<td>30-Sep-13 (b)</td>
<td>30-Sep-13 (a + b) = (c)</td>
<td>30-Sep-13 (c x d) = (e)</td>
<td>30-Sep-13 (c x h) = (i)</td>
</tr>
</tbody>
</table>

#### No. Description
1. Ecosystem Profile Preparation
   1.1 Ecosystem Preparation Grants
   1.2 Incremental Operating Costs (i)
   1.3 Consulting & Non-Consulting Services and Goods
2. Secretariat Costs
   2.1 Incremental Operating Costs (i)
   2.2 Consulting & Non-Consulting Services and Goods
3. Subprojects and RIT Subprojects
4. RIT Operating and Monitoring Costs

Total

---

(i) Incremental Operating Costs as defined in the Government of Japan Grant Agreement and Project Management Costs as defined in the EC Grant Agreement are different terms for the same expenditures.

### Percentage of Expense Funded by Donor

<table>
<thead>
<tr>
<th>Expense Type</th>
<th>GEF (d)</th>
<th>Japan (f)</th>
<th>EC (h)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Ecosystem Profile Preparation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1 Ecosystem Preparation Grants</td>
<td>40%</td>
<td>50%</td>
<td></td>
</tr>
<tr>
<td>1.2 Incremental Operating Costs (i)</td>
<td>50%</td>
<td>40%</td>
<td></td>
</tr>
<tr>
<td>1.3 Consulting &amp; Non-Consulting Services and Goods</td>
<td>35%</td>
<td>50%</td>
<td></td>
</tr>
<tr>
<td>2. Secretariat Costs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.1 Incremental Operating Costs (i)</td>
<td>50%</td>
<td>40%</td>
<td></td>
</tr>
<tr>
<td>2.2 Consulting &amp; Non-Consulting Services and Goods</td>
<td>35%</td>
<td>50%</td>
<td></td>
</tr>
<tr>
<td>3. Subprojects and RIT Subprojects</td>
<td>50.00%</td>
<td>40%</td>
<td>50%</td>
</tr>
<tr>
<td>4. RIT Operating and Monitoring Costs</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>
Interim un-audited Financial Statements (IFR)

Conservation International Foundation

Critical Ecosystem Partnership Fund
European Commission Grant TF 015491
Projected Expense Forecast (Part II)
as of xxxx 31, 2013

in USD

\textit{European Commission}

Projected eligible expenditure for the six months ending xxxx 30, 2013 (i)
Share of Balance of Sources and Uses (ii)

\textbf{Requested Amount} \hfill \$ -

(i) Amount shown in column (g) of Report 1-B1
(ii) European Commission share of disbursement, less amount contributed to date per Report 1-A2
Interim un-audited Financial Statements (IFR)

Conservation International Foundation

Critical Ecosystem Partnership Fund

GEF Grant No. 091421/DGF File: 102412 / Government of Japan Grant TF013003 / European Commission Grant TF015491

Designated Account (FA) Statement

as of xxxx 31, 2013

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Opening balance as of December 31, 2012 (1)</td>
</tr>
<tr>
<td>2a</td>
<td>Add Cumulative Unexplained Discrepancy</td>
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<tr>
<td>2b</td>
<td>Add Interest Earned During the Quarter (less bank fees)</td>
</tr>
<tr>
<td>3</td>
<td>Funds Received During the Quarter From:</td>
</tr>
<tr>
<td></td>
<td>World Bank/BRD</td>
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<tr>
<td></td>
<td>Global Environment Facility</td>
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<td>MacArthur Foundation</td>
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<td></td>
<td>Government of Japan</td>
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<tr>
<td></td>
<td>Conservation International</td>
</tr>
<tr>
<td></td>
<td>European Commission</td>
</tr>
<tr>
<td></td>
<td>l'Agence Française de Développement</td>
</tr>
<tr>
<td></td>
<td>Total</td>
</tr>
</tbody>
</table>

| 4a | Less Refund Donors: |
| 4b | Less Reimbursement to CI From Fund Account During the Period for CEPF Expenses (2) |

| 5 | Unused |

| 6 | Less Transfers to External Grantees During Quarter (3) |

| 7 | Fund Account Closing Balance as of June 30, 2012 Carried Forward to Next Quarter |

| 8 | Less Amount Due to CI for Operating Expenses |

| 9a | Less Grants Payable (4) |
| 9b | Outstanding Donor Advance |

| 10 | Less Projected Expenses for the Next Six Months |

| 11 | Balance Needed (if Negative) to Meet Contractual Commitments for Following Six Months (5) |

Notes:

(1) Balance stated as closing balance of previous quarter's fund account bank statement.
(2) Payment from fund account to CI for eligible expenditures from CI's operating account.
(3) Wires sent from fund account to external grantees during quarter (net of refunds).
(4) Balance due on committed grants.
(5) This is an aggregate of all donors. Some donors may "owe" cash while others have a surplus.