

Department for Environment Food & Rural Affairs

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World Resources Institute 10 G Street NE Suite 800 Washington, DC 2002, USA

Contribution ref: ecm_63017 Date: 18 November

2021

Dearl

COMMERCIAL IN CONFIDENCE

Re: Voluntary contribution - Cities4Forests

I am writing to confirm the details of the funding arrangement regarding the contribution of GBP4,400,000; Four million four hundred thousand British Pound Sterling towards the Cities4Forests.

The Department for Environment Food & Rural Affairs ("Defra") has considered your contribution application titled "Cities4Forests" and hereby offers a voluntary contribution.

The contribution term shall commence 22 November 2021 and the Expiry Date shall be March 31, 2022 (the "Contribution Period"). Defra contributions shall be utilitised to support activities under the Cities4Forets co-financed project through December 31, 2023. This contribution agreement does not give rise to contractual relations between Defra and the contribution recipient resulting in a public contract subject to the Public Contracts Regulations 2015.

The address for notices of the Parties are:

Authority:

Department for Environment Food & Rural Affairs, Seacole Building, 2 Marsham Street, London SW1P 4DF

Contribution Recipient:

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All claims must be submitted by e-mail to Defra's International Forests and Landscapes Policy Team, quoting the Contribution Reference Number above, at (or other address notified to you from time to time for the purpose) The accompanying invoice should be in GBP and made out to:

SSCL, SSCL AP Defra PO Box 790 Newport Gwent NP10 8FZ

The Defra International Forests and Landscapes Policy Team is responsible for checking and raising any queries about Contribution Claims submitted. Once approved, they will be forwarded to SSCL at the above address for payment. In the case of payment queries or disputes correspondence may be sent to the Policy team email above and if appropriate copied to accounts-payable.def@sscl.gov.uk

To avoid delay in payment it is important that your claim is complete and that it includes a valid Contribution Reference Number, a signed claim form and supporting information indicated in Schedule A. Claims which do not have this information will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment, please contact our Accounts Payable section either by email to ssd.enquiries@defra.gov.ukor by telephone 0845 603 7262 between 09:00-17:00 Monday to Friday.

In order for Defra to monitor the effectiveness of its contributions it is necessary for us to detail some terms and conditions as set out below.

- The contribution is to be used solely in relation to the Funded Activities for the Cities4Forests and for no other purpose. The contribution will be paid on provision of a signed claim form (see attached) and invoice quoting a valid Contribution Reference number.
- 2. You shall monitor the delivery and success of the contribution scheme throughout the Contribution Period to ensure that the aims and objectives of the contribution scheme are being met and that this agreement is being adhered to. You agree that you will, within 28 days of the end of the Contribution Period, provide a brief report setting out how the funding has been obligated, as well as annual reports in mid 2022 and 2023, and a final project report by March 31, 2024, each of which shall provide an update on all relevant outputs of the project.
- You also agree to complete and return the Certificate of Contribution Usage form including a verified Statement of Expenditure and Income and provide a final report by March 31, 2024 (See Schedule B).

- You agree that no activity supported by this contribution will bring Defra's name into disrepute.
- 5. You agree to ensure that Defra's contribution to the Cities4Forests will be spent only upon properly incurred expenditure which provides value for money for Defra.
- 6. You agree to abide by the Code of Conduct for Recipients of Government General Grants. https://www.gov.uk/government/publications/supplier-code-of-conduct
- Any monies unspent by 31 March 2022 must be applied to the benefit of the co-financed Cities4Forests by December 31, 2023.
- 8. If you do not comply with any of the conditions and requirements of this contribution agreement, Defra may require all or part of the contribution to be repaid.
- You acknowledge that the contribution is not consideration for any taxable supply for VAT purposes by Defra to you. You understand Defra's obligation does not extend to paying you any amounts in respect of VAT in addition to the contribution and that the contribution which is made by Defra is inclusive of VAT.
- 10. You shall not use any of the contribution to carry out any activities that could be constituted as in violation of international or UK subsidy control obligations or laws and nor shall you pay or contribute any unlawful subsidy to any organisation or individual.
- 11. You shall comply with and reasonably assist Defra to comply with all and any data protection obligations, including under the retained UK law arising from the General Data Protection Regulation (Regulation (EU) 2016/679), the Data Protection Act 2018 to the extent that it relates to the processing of personal data and privacy and all applicable law (meaning any applicable law, statute, byelaw, regulation, order, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation) relating to the processing of personal data and privacy, which arise in connection with this Agreement.
- 12. The parties acknowledge and agree that this Agreement does not require either party to act as a Processor of the other for data protection purposes. In the event that there is any change which requires either party to act as a Processor the parties agree, at their own cost, to enter into the standard data protection clauses set out in the Crown Commercial Services Procurement Policy Note 02/18 (as amended or replaced from time to time).
- 13. You agree that Defra and its Representatives may use Personal Data which you provide about your staff and partners involved in the Funded Activities to exercise Defra's rights under this Agreement and or to administer the contribution or associated activities. Furthermore, Defra agrees that You and Your Representatives may use Personal Data that Defra provides about its staff involved in the Funded Activities to manage its relationship with the Authority.
- 14. You must include details of contribution money received and disbursed and any income generated from the funded activities, accounting records, including original invoices, receipts, VAT records etc. You must make these available at any reasonable time for

inspection by officials from Defra or their representatives or by the Comptroller and Auditor General of the National Audit Office or his representatives.

15. In the event of a change of government or in policy direction, this Agreement may be terminated by Defra with immediate effect by notice in writing.

Please confirm your acceptance of the award of this contribution by electronically signing the proposal following the guidance provided and using Defra's e-application system within 7 days from the date of this letter. Please remember to quote the contribution reference number above in any future communications relating to this contribution.

All communications should be through the messaging section of the contribution record on the e-tendering portal.

Yours sincerely



International Nature, Climate and Development
International Biodiversity and Climate
UK Department for Environment, Food and Rural Affairs

Accepted on November 22, 2021 by



World Resources Institute

Schedule A: Supporting Information for the Claim for Payment

To avoid delay in payment it is important that your claim is complete and that it includes a valid Contribution Reference Number, a signed claim form and the following supporting information:

- A valid invoice which clearly states it comes from the supplier and includes an
 invoice number or unique payment reference number; full banking/billing details;
 amount to be paid; currency required; brief description of expenditure or dedicated
 allocation.
- · Completed Claim for Payment form attached.



Claims which do not have this information will be sent back to you, which may lead to a delay in payment.

Schedule B

As per Section 3, you agree to complete and return the Certificate of Contribution Usage form attached including a verified Statement of Expenditure and Income and provide a final report by March 31, 2024.

