

## ORIO GRANT ARRANGEMENT FOR THE DEVELOPMENT PHASE

**[project title + ORIO project number]**

The Minister for Foreign Trade and Development Cooperation of the Kingdom of the Netherlands, legally represented in this matter by [name], [select: Manager or Member of the board or Unit Manager ORIO] of NL EVD International, a division of NL Agency (or: Ambassador of the Kingdom of the Netherlands or other authorized representative), hereafter referred to as '**the Grantor**',

and

The Minister of [position] of [country], legally represented in this matter by [name], hereafter referred to as '**the Grantee**',

the Grantor and Grantee being hereafter referred to individually as '**Signatory**' and jointly as '**Signatories**',

WHEREAS:

the Grantee has applied for a Grant from the Infrastructure Development Facility (ORIO). A grant facility provided by the Dutch Ministry of Foreign Affairs under the responsibility of the Minister for Foreign Trade and Development Cooperation;

the Grantee has applied for an ORIO-grant for the project [project title + ORIO project number], hereafter referred to as '**the Project**';

the Project has been selected by ORIO for the award of a Grant;

the Grantor is prepared to award a Grant for the Development Phase of the Project to the Grantee;

the award of a Grant for the Implementation Phase and the Operation & Maintenance Phase of the Project will be separately assessed and depends on the results of the Development Phase;

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The Grantor and the Grantee have agreed the following arrangements for the Development Phase:

### **1. Preliminary provisions**

1. This Grant Arrangement does not constitute a treaty and is subject to the definitions and conditions contained in the Policy Rules for the ORIO Grant Facility, published in the Government Gazette (*Staatscourant*), [10 March 2009, no. 47 bij ORIO-oud] OF: [30 March 2012, no. 8239 bij ORIO-2012] (hereafter called: the Policy Rules), unless expressly stated otherwise in this Arrangement. A copy of the **English** translation of the Policy Rules is attached as Appendix 3 and also available on the website: [www.orio.nl](http://www.orio.nl)
2. In this Grant Arrangement, certain terms are written with a capital. These terms are defined in the Policy Rules or in this Grant Arrangement.

### **2. Formation of the Grant Arrangement**

1. The Grant Arrangement comes into effect on the day after it has been lawfully signed and dated by the Grantee as well as the Grantor. The second Signatory shall promptly inform the first Signatory of the signing of the Grant Arrangement. Grantor promptly notifies the Grantee of the effective date.
2. The expected end date of the Development Phase is **[date]**.

### **3. Object of the Arrangement**

1. The Grantor hereby awards a Grant to the Grantee, which the Grantee accepts, for the contribution towards the costs incurred during the Development Phase of the Project pursuant to the terms and conditions of this Grant Arrangement.
2. The Project and in particular the Development Phase are defined in the Project Application of **[date]**, additional information received on **[date]** and in the Input & Output Plan of the Development Phase (see paragraph 3.3) as attached in Appendix 4.
3. The Input & Output Plan describes the various tasks and the required results for the Development Phase. For each task and output, the requirements, specifications, executing party, assessment method and timetable are set out in this Plan.

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4. The results of the Development Phase constitute the Project plan and will be subject to the Second Assessment by the Grantor. In earlier stages of implementing the Input & Output Plan preliminary assessments may be planned or the Grantor may assess individual parts of the output in order to decide whether to continue or terminate the Grant. The Grantor may assess and/or seek expert opinions to check the soundness or accuracy of any conclusion, calculation, estimation and/or statement made as part of individual outputs.
5. The Grantee will quickly and energetically commence the execution of this Grant Arrangement and make every possible effort to ensure the timely and full implementation of the Input & Output Plan, coordinate with the other parties/organisations involved in implementation of the Development Phase of the Project, such as the Competent Authority, and ensure the timely allocation of sufficient resources and competent staff and payments to the Project.
6. All items procured with the Grant will be assigned to a relevant purpose at the end of the Development Phase. The Grantee will submit proposals on this matter to the Grantor for approval and will account for the disposal of the items in its final report.
7. The Development Phase will be implemented by [party], which is the Competent Authority in the Development Phase, under supervision of the Grantee.
8. The Grantee ensures that the Competent Authority:
  - is awarded a contract or an assignment letter for the Development Phase of the Project;
  - complies with the provisions of the Grant Arrangement; and
  - takes the provisions of the Grant Arrangement into account in any arrangements and agreements concluded between the Competent Authority and other organisations in the framework related to this Project.
9. The implementation of the Development Phase is solely the responsibility of the Grantee in co-operation with the Competent Authority. The Grantor bears no responsibility or liability vis-à-vis any third party or other organisation for the Project and/or any Project-related activities carried out pursuant to this Grant Arrangement.
10. The following documents form part of this Grant Arrangement. In the event of inconsistencies, documents placed higher in the list take precedence over documents lower down the list:
  - a. addenda to this Grant Arrangement lawfully signed by the Grantor and the Grantee;

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- b. this Grant Arrangement for the Development Phase;
- c. the appendices to this Grant Arrangement;
- d. the Policy Rules, Dutch text;
- e. the Policy Rules, English translation; and
- f. the Project Application including the declarations that are part of the Application.

#### **4. Grant and other financial provisions**

1. The Grant will be set and disbursed in EURO (€ or EUR).
2. The total Project costs for the Development Phase do not exceed EUR [amount].
3. The total Project costs as referred to in paragraph 4.2 consist of both eligible and non-eligible costs. Eligible costs, as described in Appendix 6, include requisite materials, activities and works to be performed by the Grantee and/or its representatives as described in the Policy Rules. Costs that are non-eligible under the Policy Rules are not covered by the Grant (if there is a substantial part of non-eligible costs Grantor may have to reassess the concessionality requirements).
4. The Grant amount for the Development Phase does not exceed EUR [amount], including contingencies.
5. The budget for the Development Phase is included in the Input & Output Plan which is attached to this Grant Arrangement as Appendix 4 and may include amounts for contingencies.
6. The amounts stated in paragraphs 4.2 and 4.4 are maximum amounts. Grantor reduces the Grant amounts upon the outcome of the procurement process and the implementation of the contracts. This means that the final amounts payable may be less than the maximum amounts and are determined by the Grantor upon actual expenditure of eligible Project costs.
7. The budget described in paragraph 4.5 may include reservations for contingencies. As part of the final payment, Grantee may request drawing(s) for contingencies, only if Grantor has provided a statement of 'no objection' in respect of the related activity at the time when the decision to implement the activity was considered. Upon receipt of a drawing request, Grantor will, at its sole discretion, assess whether the costs were reasonable. Grantee will provide Grantor with all relevant information.

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8. In addition to the Grant, residual financing for the Development Phase in the amount of EUR [amount] will be supplied by: [name organisation].
9. The Grantee ensures that the Project and the expat Project staff are exempted from all taxes, duties and levies.
10. Grantee may within reason, where deemed appropriate and after consultation with the Grantor, re-allocate time, resources and means within the overall budget reserved for the Development Phase, provided these re-allocations do not result in exceeding the overall budget total and are aimed at securing the timely completion of the objectives and deliverables of the Development Phase.

#### *Advance payment*

11. An advance payment of [X% (maximum 15%)] of the Grant amount can be disbursed by the Grantor following the signing of this Grant Arrangement and upon the conditions indicated in the Payment Schedule. These conditions may include the requirement that Grantor receives and accepts a bank guarantee of the same amount as the advance payment from a reputable international bank. This bank will, at all times during the term of the guarantee, maintain a minimum long term rating with Moodys of A2 or Standard & Poor's of A or equivalent. Alternative guarantees may be considered by the Grantor.
12. The Grantee utilises the (advance) payments exclusively for the purpose of the Project.

#### *Instalments*

13. The Grant is payable in instalments upon receipt and acceptance by Grantor of the documents mentioned for each instalment in the Payment Schedule (Appendix 5).  
Payments (of instalments) will be made up to a maximum of 90% of the value of the Grant amount. The remaining 10% will be paid as part of the final payment as described in paragraph 4.19.
14. The documents must prove that the tasks have been completed according to the requirements of the Grant Arrangement, the Input & Output Plan and the applicable contracts. These documents include inter alia a written approval of the Grantee and confirm that Grantee has paid its share of the invoice amount.
15. The Grant percentage ([X]%) applicable to the Development Phase will also apply to any individual instalment in this phase of the Project.
16. The payments by Grantor and Grantee / co-financier(s) are pro-rata-parte, meaning both Grantor and Grantee / co-financier(s) pay their part of the

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invoice amount. Grantor may withhold a payment until the Grantee / co-financier(s) has paid or submits proof of payment of her pro-rata part. If the Grantee does not grant approval for the payment of an instalment, it must provide a clear, reasoned explanation within three (3) weeks of why it considers that the activities have not been performed properly.

17. Direct payment to the contractor / supplier of any goods or services will be made to the extent and on the conditions / submission of documents mentioned in the Payment Schedule.
18. The Grantee will send the invoice(s) and the required documents to the address specified in paragraph 4.23, quoting the [project title + ORIO project number].

#### *Final payment*

19. The Payment Schedule contains a final payment of EUR [amount; minimally 10% of Grant Amount excluding contingencies] under the Grant upon [conditions to be met / documents to be submitted] by the Grantee as described in the Payment schedule.
20. After receipt and acceptance by the Grantor of the documents and fulfilment of the conditions mentioned in paragraph 4.19, this paragraph 4.20, the Payment Schedule and/or the Policy Rules, including a final report (as described in paragraph 6.8 below), the Grantor will determine the final grant payment within three (3) months. When the agreed budget also includes a reservation for contingencies (maximum 5% of agreed budget), and Grantee has requested to be able to draw on the contingencies budget and has provided supporting documentation, Grantor will assess, at its sole discretion, whether to approve such payment.
21. All Project assets procured with the Grant will be assigned to a relevant purpose at the end of the Development Phase. The Grantee will submit proposals on this matter to the Grantor for a statement of no objection and will account for the disposal of the assets in it's final report.
22. Funds which the Grantor has placed at the Grantee's disposal that are left unspent after completion of the Project Plan will be returned to the Grantor immediately and unconditionally.
23. The Grantee will send the invoice(s) or documents to the following address, quoting the ORIO project number [project number]:  
NL Agency, division NL EVD International/ORIO  
Prinses Beatrixlaan 2  
P.O. BOX 93144

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2509 AC THE HAGUE  
The Netherlands

## **5. Representatives**

1. All representatives of Grantor and Grantee with regards to the Grant Arrangement and the Project are listed in Appendix 2 with a clear description of their respective roles, authority and power of attorney.
2. Any communication to the other party/signatory will be sent to the addresses given in Appendix 2.

## **6. Applicable conditions**

1. The Grantor and the Grantee will hold consultations on the implementation of the Input & Output Plan on a regular basis, as and when necessary, and at the request of either Signatory.
2. The Grantor will respond in a consistent and timely manner upon submittal of requests and documents by the Grantee and vice versa.
3. The Grantee will react in writing to provide any relevant information regarding the progress of the Project within two (2) weeks after a request from the Grantor.
4. The Grantee guarantees that both during and after implementation of the Development Phase of the Project, it will supply accurate, detailed and complete information to the Grantor regarding the Project and this Grant Arrangement in particular. This includes, but is not restricted to, information on the following situations or the threat of these: moratorium on the payment of debts, bankruptcy, deficits, fraud, bribery, circumstances that cause or might cause delays in implementing the Project and other circumstances that prevent or might prevent the Grantee from fulfilling its obligations under this Grant Arrangement. The Grantee will also impose this obligation on the Competent Authority and any contractors and subcontractors in respect of the Project.
5. The Grantee will submit to the Grantor a written report on each task achieved within four (4) weeks after completion of the task. If completion of a task takes more than six (6) months a report will be submitted halfway through the assigned period for completing the task, but never later than six months after the previous report.

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6. The reports must, in any event, include a narrative report and a financial report audited by the Competent Authority's internal auditor (and an independent auditor when Grantor such requests). The narrative report will include an overview of the activities, tasks and objectives referred to in the Input & Output Plan and a description and explanation of any discrepancies. The narrative report will describe the results achieved and how they compare with the objectives formulated at the start of the Development Phase. Moreover, this narrative report will also attend to inter alia the compliance with rules, regulations and the environmental impacts specified in the Environmental Impact Assessment. The financial report will include an overview of the Grantee's estimated and actual revenue and expenditure, related to the Input & Output Plan, and an overview of Grant Payments. The financial statement will contain at least the following items:
  - a. an unqualified opinion from the Competent Authority's internal auditor;
  - b. each instalment and the total amount of instalments disbursed by the Grantor and other payment sources;
  - c. an overview of total revenue and expenditure, related to the Input & Output Plan;
  - d. [X].Each budget item should be accompanied by a separate explanatory note. Grantor may request Grantee to provide a written, unqualified endorsement on (the contents of) the report from an independent auditor.
7. The Grantee will develop a Monitoring and Evaluation plan for the project in collaboration with the Grantor, and will report on the indicators and issues described in this plan.
8. Within three (3) months of the end of the Development Phase the Grantee will account for the use made of the Grant in a well-documented final report consisting of a narrative and a financial report as described in paragraph 6.6 above. The financial report will contain an unqualified opinion from an independent auditor, as well as an itemised overview of all previous financial reports submitted to the Grantor in connection with the Development Phase.
9. If the Grantor accepts the final report, the Grantor will issue a statement of 'no objection' for the final delivery of the Development Phase of the Project.
10. The Grantee is responsible for maintaining sound management procedures and keeping proper accounts for the Project. The Grantee will administer and account for the funds in accordance with its financial regulations and the International Accounting Standards and other applicable rules, procedures and

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practices, keep separate records and accounts for the Project and keep an inventory of goods and services purchased, partly or entirely, with the Grant. The Grantee will ensure that the Competent Authority does the same. The Grantee will propose to the Grantor for its consent an independent person, firm or entity which will audit the financial administration(s) in respect of the Project.

11. The Grantor may, or may instruct others to, inspect or audit the activities carried out in connection with the Project including the Grantee's financial reports and financial accounts. The Grantee will render every assistance to the official(s) appointed by the Grantor to carry out such an inspection and will allow them access to the Project site and all the documents related to the Project. The costs of any such inspection or audit will be borne by the Grantor. The Grantee will also include this obligation in its contracts or other agreements with the Competent Authority and other organisations involved in the Project implementation.
12. The Grantor has the right to assess (at any time) individual outputs of the Grant Arrangement, whether in respect of an inspection or audit or otherwise, in order to decide whether to continue, reduce, suspend, terminate and/or reclaim this Grant. The Grantor may assess, and/or seek expert opinions, to check the soundness or accuracy of any conclusion, calculation, estimation and/or statement made as part of individual outputs.
13. The Grantee and the Competent Authority will cooperate in evaluations of the Project or activities that are part of the Project and the ORIO Grant Facility to be conducted or commissioned by the Grantor. The Grantor will inform the Grantee of the results of such evaluations.
14. The Grantee will provide all the information necessary for notification of the Project to, among others, the OECD.
15. At no cost to Grantor, Grantee will acknowledge Grantor's funding in publications, advertising, speeches, lectures, interviews, press releases and other similar activities, ensuring the appropriateness and accuracy of any messages. Grantee will use any available opportunity to demonstrate that the Project is funded in part by the Government of the Kingdom of the Netherlands through Grantor.
16. Grantee ensures that all organisations involved in the implementation of the Development Phase of the Project abide by the conventions of the International Labour Organisation, the IFC Performance Standards and the OECD Guidelines for Multinational Enterprises (Edition 2011).

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## 7. Amendment and termination

1. Changes to the indicated manner of performing, the activity to be financed and/or the budget, will be submitted prior to implementation and/or determination in writing to Grantor for approval. Approval of the requested changes can only be obtained in writing from Grantor. Grantor is never obliged to approve the requested changes. No rights can be derived from the submitted request when the answer remains forthcoming.
2. If the Grantor is of the opinion that the specific way in which the Project is implemented or a change of circumstances has led to a situation where the financing of the Project is incompatible with the Dutch government's foreign policy, the Grantor will propose consultations with the Grantee. On the basis of such consultations the Grantor may give further written instructions regarding the implementation of the Project, reduce the Grant or terminate this Arrangement.
3. In the event of unforeseen circumstances or events, including i) failure to arrange the necessary licences, ii) a change of government policy, iii) a change in the applicable legislation, or iv) decreasing financial viability, that cause the implementation of the Input & Output Plan and/or the Project to be seriously hampered or delayed or to become unfeasible, the Signatories will consult one another to propose and discuss solutions. In such an event, the termination of the Grant, together with the settlement of accounts and the ending of the Arrangement is a possible solution, but not before all proposed solutions have been discussed thoroughly without the Signatories reaching consensus.
4. The Grantor may reduce, prematurely terminate or reclaim the Grant, suspend the transfer of instalments or demand repayment of all or part of the Grant already disbursed, if the Grantee fails to fulfil its obligations under this Grant Arrangement, or fails to do so on time, or uses the resources for a purpose other than that for which the Grant was made available, or if a third party has provided co-financing for the same activities without the Grantor's prior knowledge and consent. The Grantor is ex parte/unilateral entitled to reduce or terminate the Grant, but only after consultation with the Grantee.
5. No offer, gift, consideration or benefit of any kind, which constitutes an illegal or corrupt practice, has been or will be made to anyone, either directly or indirectly, as an inducement or reward for the award or execution of this

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Arrangement. Any such practice will be grounds for terminating this Arrangement or taking any other corrective action as required.

6. This Arrangement will end for either of the following reasons:
  - a. the Input & Output Plan has been completed, the results of the assessment of the Project plan have been notified to the Grantee, the final report has been accepted by Grantor, the final payment has been made, and all the other obligations of the Signatories under this Arrangement have been fulfilled to the satisfaction of the other party, or
  - b. the Grant has been prematurely terminated and/or reclaimed and accounts have been settled.
7. This Grant Arrangement and its Appendices can only be amended with addenda when lawfully signed by the representatives of the Grantor and the Grantee that are designated in Appendix 3.

## **8. Liability**

1. Neither the Grantor, nor the State of the Netherlands, nor NL Agency is liable, under the ORIO Grant Facility or this Grant Agreement or any related Addenda or agreement between the Signatories, for any damage, direct or indirect, whether arising from defective quality, insufficient progress, failure of the Project or parts thereof, reduction, termination, suspension of the Grant or of part of it or for any other reason.
2. Grantor does not approve activities or documents. It may only issue a statement of 'no objection' when appropriate. Its acceptance of activities and documents relating to the project implied by any such statement is only of relevance to the allocation of the Grant. Neither the Grantor, nor NL Agency nor the State of the Netherlands is liable for direct or indirect damage as a result of the defective quality of the activities or documents that NL Agency has accepted as part of the implementation of the Project and/or the ORIO Grant Facility.
3. The Grantee indemnifies the State of the Netherlands and the Grantor at all times against any actions, claims, liabilities, damages or expenses suffered or incurred by Grantor as the result of, or arising from the implementation and operation and maintenance of the Project or Project-related activities.

## **9. Declaration of integrity**

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1. The Grantor and the Grantee hereby declare that neither they nor anyone acting on their behalf or on behalf of the Competent Authority, agents, consultants and/or contractors in connection with the Project, have been engaged or will be engaged in bribery or any other illegal or unnecessary payment or act. In order to combat bribery both Signatories will comply with the conditions and obligations set out in Appendix 1.
2. The Grantee hereby declares that neither he nor anyone acting on his behalf or on behalf of the Competent Authority, agents, consultants and/or contractors in connection with the Project use forced and/or child labour, (as defined in the ILO Conventions 29, 105, 138 en 182).
3. The Grantee hereby declares that he and anyone acting on his behalf or on behalf of the Competent Authority, agents, consultants and/or contractors in connection with the Project will, and will be required to, abide by the OECD Guidelines for Multinational Enterprises (Edition 2011).

#### **10. Final provisions**

1. Any agreement by the Grantee with other organisations regarding (the implementation of) the Project will be agreed in writing. All the relevant terms and conditions of this Grant Arrangement will be imposed on any such organisation.
2. This document is governed by Dutch law.
3. If any dispute arises between the Signatories concerning the interpretation, application or implementation of this Arrangement or with regard to any further arrangement that may result from it, which cannot be settled amicably, either Signatory may invite the other to conciliate under the Permanent Court of Arbitration Optional Conciliation Rules, as in effect on the date of this Arrangement. The number of conciliators will be three. The outcome is binding on the Signatories.
4. Derogations from this Arrangement and the appendices are binding only in so far as they have been expressly agreed in writing between the Signatories.
5. Once this Arrangement has been signed, any earlier oral or written agreements regarding this Arrangement made earlier by the parties become inoperative.

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Done, agreed and signed in duplicate on the later of the two dates stated below.

The Hague

[Location Grantee]

Date:

Date:

For the Grantor

For the Grantee

Mr. Joris M. Janse

Unit Manager ORIO

**OF**

Ms. S.M. Jongma (< EUR 1.000.000)

Member of the board

NL EVD International

**OF**

[naam] (> EUR 1.000.000)

Manager NL EVD International

**OF**

Ambassadeur / Ministre plenipotentiaire

On behalf of the Minister for  
Foreign Trade and Development Cooperation

[name signatory]

[position signatory]

On behalf of the [...]

Appendices:

1. Conditions and obligations
2. Representatives / contacts
3. Policy Rules
4. Input and Output Plan, including budget and payment schedule
5. Payment Schedule
6. ORIO Eligible Costs

Etc.

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## **Appendix 1 - Conditions and obligations**

- a. The Grantor and the Grantee will verify and notify each other whether any party to be engaged in the Project is listed on the publicly available debarment list of the following international financial institutions: World Bank Group, African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development and the Inter-American Development Bank. Any such party will be excluded from involvement, or further involvement, in the Project. If not, Grantor is allowed to stop the Grant and terminate the Grant Arrangement.
- b. The Grantee will disclose whether anyone acting on its behalf or on behalf of the Competent Authority, agents, consultants and/or contractors in connection with the Project is currently under charge in a national court or, within a five-year period preceding the Application, has been convicted in a national court, or been subject to equivalent national administrative measures for violation of laws against bribery of public officials of any country.
- c. The Grantee will disclose, upon demand: i) the identity of persons acting on its behalf or on behalf of the Competent Authority, agents, consultants and/or contractors in connection with the Project, and ii) the amount and purpose of commissions and fees paid, or agreed to be paid, to such persons.
- d. The Grantor may decide to carry out enhanced due diligence if: i) any party engaged in the Project appears on the publicly available debarment lists of one of the international financial institutions referred to in a. above; or ii) the Grantor becomes aware that anyone acting on behalf of the Grantee, Competent Authority, agents, consultants and/or contractors in connection with the Project is currently under charge in a national court, or, within a five-year period preceding the application, has been convicted in a national court or been subject to equivalent national administrative measures for violation of laws against bribery of public officials of any country; or iii) the Grantor has reason to believe that the Project may involve bribery.
- e. The Grantor may verify whether appropriate internal corrective and preventive measures have been taken, maintained and documented in case of a conviction in a national court, or equivalent national administrative measures, for violation of laws against bribery of public officials of any country, of a person acting on behalf of the Grantee, Competent Authority, agents, consultants and/or contractors in connection with the Project, within a five-year period.

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- f. The Grantor will disclose to the law enforcement authorities of the Netherlands any credible evidence of bribery.
- g. If there is credible evidence that bribery is involved in the award or execution of any contract for the Development Phase of the Project, the Grantor may suspend further disbursements of the Grant during an enhanced due diligence process or withdraw the Grant and terminate the Grant Arrangement, deny further disbursements and/or reclaim the sums already paid. Furthermore, the Grantor may refuse approval of any further Grant for the Implementation and Operation & Maintenance Phases of the Project.

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## Appendix 2 Representatives

For the purpose of the execution of this Grant Arrangement, the Signatories have assigned the representatives as mentioned in the schedule underneath:

### Grantor

Representative	Organisation	Function	Role in Project	Power of Attorney	Contact Details

### Grantee

Representative	Organisation	Function	Role in Project	Power of Attorney	Contact Details

### Competent Authority

Representative	Organisation	Function	Role in Project	Power of Attorney	Contact Details

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**Mailing address of the Grantor:**

NL Agency, division NL EVD International, ORIO  
P.O. Box 93144  
2509 AC The Hague  
The Netherlands

**Mailing address of the Grantee:**

**Mailing address of the Competent Authority:**

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