

## Legal Document Clearance

Project ID and Name : 00106768 Health Governance Initiative (HEART)

Purpose of the Legal Doc. : To receive grant from CRODA Foundation amounting of £114,570.00 for Provision of Oxygen Cylinders for Covid-19 Response under HEART Project

Project Duration : from 16/03/2020 to 31/12/2022

Legal Document Duration : from 27/06/2022 to 31/12/2022

Legal Document Amendment : NO

Implementation Modality : DIM Country Office

Legal Document Type<sup>1</sup> : Donors: 07 Template for Financial Contributions - Private Sector, CSOs & Foundations [SIGNED BY RR]

Coordination Levy Annex : 1% Coordination Levy is Applicable and Attached.

Partner Institution : CRODA Foundation

Type of Partner Institution : Non-Government: Private Sector

The HQ legal template was downloaded directly from the POPP<sup>2</sup>, BERA<sup>3</sup> website or provided by QARE Unit:

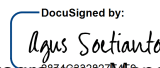

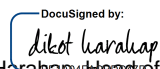

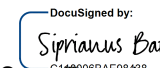
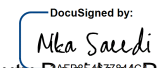
YES, it is a standard template from POPP/BERA/QARE.

The attached legal document is provided with track changes from the original HQ legal template:

YES, draft legal document submitted in track changes.

No substantial inconsistency with original HQ legal template. If there are substantial inconsistency, attach the email communication with Legal Office that endorsed the substantial changes:

YES, with adjustment cleared by QARE or Legal Office.

CLEARANCE NOT REQUIRED FOR:	CLEARANCE REQUIRED	DATE (DD/MM/YYYY)
	Prepared and submitted by  Agus Soetianto, Programme Manager Health Cluster	23-Jun-2022
	 Verified legal template by  Dikot Harahap, Head of QARE	23-Jun-2022
Non-financial partnership agreement (MoU, NDA, or Sol) does not require clearance by the Head of FRMU.	Financial Agreement with Donor To review budget, cost recovery, schedule of payments, GMS rate <sup>4</sup> , banking info, and other financial related content:  Linda Hartono, Head of FRMU	23-Jun-2022
LoA/RPA/LVGA less than \$50,000 can be signed by the Team Leader/Unit Head	Programme Agreement with Implementing Partner (PRODOC, LoA COSS Agreement, PCA) To confirm the programmatic content of the agreement:  Siprianus Bate Soro, Team Leader of DGPRU	24-Jun-2022
LoA/RPA/LVGA at \$50,000 and above can be signed by the DRR	Financial Agreement with Donor  Nika Saeedi, Deputy Resident Representative, a.i.	24-Jun-2022

**Note for using DocuSign:**

- Please include John Benjamin for "Needs to Initial" before the Head of FRMU signature.
- Please include Ari Pratama for "Needs to Initial" before the Head of QARE.
- Please include Pramudita Lestari for "Needs to View" before the DRR signature.

<sup>1</sup> Legal document signing is based on the RR Interoffice Memorandum on Revision to the Delegation of Authority (DoA) Framework, dated 29 January 2021.

<sup>2</sup> POPP Templates and Forms (Select Responsible Parties and Grantees Guideline - Table 1: Legal Instruments Used by UNDP to Engage a Responsible Party):

[https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=UNDP\\_POPP\\_DOCUMENT\\_LIBRARY/Public/PPM\\_Design\\_Select%20Responsible%20Party%20and%20Grantees.docx&action=default](https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=UNDP_POPP_DOCUMENT_LIBRARY/Public/PPM_Design_Select%20Responsible%20Party%20and%20Grantees.docx&action=default)

<sup>3</sup> BERA Financing Agreements and Templates: <https://intranet.undp.org/unit/pb/resmob/SitePages/Financing-Agreements-and-Templates.aspx>

<sup>4</sup> GMS Rates for Donor Agreements:

[https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=UNDP\\_POPP\\_DOCUMENT\\_LIBRARY/Public/FRM\\_Resource%20Planning%20and%20Cost%20Recovery\\_Cost%20Recovery\\_Cost%20Recovery%20from%20Other%20Resources%20-%20GMS%20.docx&action=default](https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=UNDP_POPP_DOCUMENT_LIBRARY/Public/FRM_Resource%20Planning%20and%20Cost%20Recovery_Cost%20Recovery_Cost%20Recovery%20from%20Other%20Resources%20-%20GMS%20.docx&action=default)

**GRANT AGREEMENT BETWEEN  
THE UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP)  
AND CRODA FOUNDATION (THE DONOR)**

WHEREAS the Donor hereby agrees to grant funds to UNDP (hereinafter referred to as “the Grant”) to UNDP for the implementation of the “Health Governance Initiative (HEART)” (hereinafter referred to as “the Programme/ Project”), as described in the Project document entitled "Concept Note Proposal – HEART Project for Provision of Oxygen Cylinders for Covid-19 Response” submitted to the Donor for information (the “Project Document”). The Donor’s reference number is CF003.

WHEREAS UNDP is prepared to receive and administer the Grant for the implementation of the Programme/Project,

WHEREAS the Government of Indonesia has been duly informed of the Grant being provided by the Donor for the Programme/Project,

WHEREAS UNDP will act as the Implementing Partner for the implementation of the Programme/Project (hereinafter referred to as "the Implementing Partner") and the West Java Provincial Health Office (operating through the Ministry of Health in Indonesia) will be the Beneficiary, subject to the terms of this Agreement,

NOW THEREFORE, UNDP and the Donor hereby agree as follows:

**Article I. The Grant**

1. (a) The Donor shall, in accordance with the schedule of payments set out below, grant to UNDP the total amount of GBP £114,570.00 (One hundred and fourteen thousand, five hundred and seventy British pound sterling). This payment shall include a grant of GBP £113,435.64 (the “Grant”) and a levy of £1,134.36 that shall be used in accordance with Annex 2 (the “Levy”). The Grant and the Levy shall be deposited in the bank account described below:

<b>Schedule of payments</b>	<b>Amount</b>
Within 5 working days of the date of this Agreement under Article XVIII	£114,570.00

**Bank account details:**

Bank name: BANK OF AMERICA - LONDON

Account name: UNDP Contributions (GBP) Account

Account number: 62722030

Currency: GBP

Address: Mail Code: 473-672-09-01, 5 Canada Square, London E14 5AQ, UNITED KINGDOM

IBAN/ABA: GB37BOFA16505062722030

SWIFT CODE: BOFAGB22

Additional account information: Bank/Branch code: 6008

Sort code: 16-50-50

(b) The Donor will inform UNDP when the Grant and Levy are paid via an e-mail message with remittance information to [contributions@undp.org](mailto:contributions@undp.org), providing the following information: donor's name, UNDP country office, the "Health Governance Initiative (HEART)", donor reference number CF003. This information should also be included in the bank remittance advice when funds are remitted to UNDP.

(c) The purpose of the Grant is to fund the Programme/Project (specifically to fund 525 tanks of medical oxygen for hospitals and technical assistance in the West Java Province in Indonesia) as set out in the Project Document.

(d) For the further avoidance of doubt, all amounts set out in this Agreement are inclusive of value added tax (and/or any equivalent taxes), expenses and disbursements.

2. The value of the payment, if made in a currency other than United States dollars, shall be determined by applying the United Nations operational rate of exchange in effect on the date of payment. Should there be a change in the United Nations operational rate of exchange prior to the full utilization by the UNDP of the payment, the value of the balance of funds still held at that time will be adjusted accordingly. If, in such a case, a loss in the value of the balance of funds is recorded, UNDP shall inform the Donor with a view to determining whether any further financing could be provided by the Donor (though the Donor shall have no obligation to provide such further financing). Should such further financing not be available, the assistance to be provided to the Programme/Project may be reduced, suspended or terminated by UNDP. UNDP shall notify the Donor and the Implementing Partner in advance of any such reduction, suspension, or termination. UNDP shall liaise in good faith with the Donor and the Implementing Partner when determining the revised activities that can be delivered with the available funds.

3. The above schedule of payments takes into account the requirement that the payments shall be made in advance of the implementation of planned activities. It may be amended (with the prior agreement of both UNDP and the Donor) to be consistent with the progress of Programme/Project delivery.

4. UNDP shall receive and administer the payment in accordance with the Financial Regulations and Rules of UNDP.

5. All financial accounts and statements related to the Programme/Project and the Grant that are prepared by UNDP shall be expressed in United States dollars.

## **Article II. Utilization of the Grant**

1. The implementation of the responsibilities of UNDP and of the Implementing Partner pursuant to this Agreement and the Project Document shall be dependent on receipt by UNDP of the Grant in accordance with the schedule of payment as set out in Article I, Paragraph 1, above.

2. If unforeseen increases in expenditures or commitments are expected or realized (whether owing to inflationary factors, fluctuation in exchange rates or unforeseen contingencies), UNDP shall submit to the Donor on a timely basis a supplementary estimate showing the further financing that will be necessary. The Donor shall consider in good faith whether it is able to provide the additional funds required (but shall not be obliged to do so). UNDP shall not absorb any loss (including but not limited to exchange fluctuations) under the Project. All losses

(including but not limited to losses as result of currency exchange fluctuations) shall be charged to the Project, though (for the avoidance of doubt) the Donor shall not be obliged to provide any further funding amounts in relation to such losses.

3. If the payments referred to in Article I, paragraph 1, above are not received in accordance with the payment schedule, or if the additional financing required in accordance with Paragraph 2 above is not forthcoming from the Donor or other sources, the assistance to be provided to the Programme/Project under this Agreement may be reduced, suspended or terminated by UNDP. UNDP shall notify the Donor and the Implementing Partner in advance of any such reduction, suspension, or termination. UNDP shall liaise in good faith with the Donor and the Implementing Partner when determining the revised activities that can be delivered with the available funds, and how any suspended support can be recommenced.
4. The Grant shall be used for the Programme/Project only and the Programme/Project shall be completed and the Grant spent on the Programme/Project within 6 months of the date of this Agreement.

#### *Limitation of liability*

5. UNDP acknowledges that, the Donor does not and shall not have any liability for any consequences or losses that may arise directly or indirectly (a) in connection with UNDP, the Programme/Project, the Grant, the Levy, or this Agreement or (b) to UNDP or to any third parties (such as the West Java Provincial Health Office (operating through the Ministry of Health in Indonesia).

### **Article III. Administration and Reporting**

1. Programme/Project management and expenditures shall be governed by the regulations, rules, policies and procedures of UNDP and, where applicable, the regulations, rules, policies and procedures of the Implementing Partner, provided that applicable regulations, rules, policies, and procedures have been provided to the Donor and do not conflict with the terms of this Agreement.
2. UNDP shall provide to the Donor the following reports in accordance with UNDP accounting and reporting procedures.
  - (a) From the country office, within six months after the date of completion of the Programme/Project or termination of the Agreement (whichever is earlier), a final report summarizing Programme/Project activities and the impact of such activities, as well as provisional financial data;
  - (b) From UNDP Bureau for Management Services/Office of Financial Resources Management, an annual certified financial statement as of 31 December to be submitted no later than 30 June of the following year after the date of completion of the Programme/Project or termination of the Agreement (whichever is earlier); and
  - (c) From UNDP Bureau for Management Services/Office of Financial Resources Management, on completion of the Programme/Project, a certified financial statement to be submitted no later than 30 June of the year after the date of completion of the Programme/Project or termination of the Agreement (whichever is earlier).

6. If special circumstances so warrant, UNDP may provide more frequent reporting at the expense of the Donor. The specific nature and frequency of this reporting shall be specified in an annex of the Agreement.

#### **Article IV. General Management Support services**

1. In accordance with the decisions, policies and procedures of UNDP's Executive Board reflected in its Policy on Cost Recovery from Other Resources, the Grant shall be subject to cost recovery for indirect costs incurred by UNDP headquarters and country office structures in providing General Management Support (GMS) services. To cover these GMS costs, the Grant shall be charged a fee of at least 8%. Furthermore, as long as they are unequivocally linked to the Project, all direct costs of implementation, including the costs of Implementing Partner, will be identified in the Programme/Project budget against a relevant budget line and borne by the Programme/Project accordingly provided that the Donor shall not be obliged to provide any further funding amounts other than as specified in Article I.

2. The aggregate of the amounts budgeted for the Programme/Project, together with the estimated costs of reimbursement of related support services, shall not exceed the total resources available to the Programme/Project under this Agreement as well as funds which may be available to the Programme/Project for Programme/Project costs and for support costs under other sources of financing.

#### **Article V. Evaluation**

All UNDP programmes and projects are evaluated in accordance with the UNDP Evaluation Policy. UNDP and the Government of Indonesia in consultation with other stakeholders will jointly agree on the purpose, use, timing, financing mechanisms and terms of reference for evaluating the Programme/Project including an evaluation of how the Grant has been used towards outcomes listed in the Evaluation Plan. UNDP shall commission the evaluation of this Programme/Project, and the evaluation exercise shall be carried out by external independent evaluators. UNDP shall pay for all costs of the evaluation in accordance with the agreed budget in Annex 1.

#### **Article VI. Equipment**

Ownership of equipment, supplies and other properties financed from the Grant shall vest in UNDP. Matters relating to the transfer of ownership by UNDP shall be determined in accordance with the relevant policies and procedures of UNDP.

#### **Article VII. Auditing**

The Grant shall be subject exclusively to the internal and external auditing procedures provided for in the financial regulations, rules, policies and procedures of UNDP. Should the annual Audit Report of the UN Board of Auditors to its governing body contain observations relevant to the Grant, such information shall be made available to the Donor by the country office.

#### **Article VIII. Fraud and Anti-Corruption Measures**

The Parties agree that it is important to take all necessary precautions to avoid corrupt practices. To this end, UNDP shall maintain standards of conduct to govern the performance of its staff, including of corrupt practices

in connection with the award and administration of contracts, grants, or other benefits, as set forth in the Staff Regulations and Rules of the United Nations, the UNDP Financial Regulations and Rules, and the UND Procurement Manual.

### **Article IX. Anti-Terrorism Measures**

Consistent with numerous United Security Council resolutions, including S/RES/1269 (1999), S/RES 1368 (2001), and S/RES/1373 (2001), both the Donor and UNDP are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. It is the policy of UNDP to seek to ensure that none of its funds are used, directly or indirectly, to provide support to individuals or entities associated with terrorism. In accordance with this policy, UNDP undertakes to use reasonable efforts to ensure that none of the Donor funds provided under this Agreement are used to provide support to individuals or entities associated with terrorism.

### **Article X. Advertisement of the Grant**

1. The Donor shall not use the UNDP name or emblem, or any abbreviation thereof, in connection with its business or otherwise without the express prior written approval of UNDP in each case. In no event will authorization be granted for commercial purposes, or for use in any manner that suggests an endorsement by UNDP of the Donor, its products or services.
2. The Donor acknowledges that it is familiar with UNDP's ideals and objectives and recognizes that its name and emblem may not be associated with any political or sectarian cause or otherwise used in a manner inconsistent with the status, reputation and neutrality of UNDP.
3. The Donor may make representations to its shareholders and internal budget officials as required about the fact of the Grant to UNDP. Any other use of the UNDP name or emblem, and any other form of recognition or acknowledgement of the Grant of the Donor are subject to consultations between the Parties, and the prior written agreement of UNDP.
4. UNDP will report on the Grant to its Executive Board in accordance with its regular procedures regarding contributions from private donors. Other forms of recognition and acknowledgement of the Grant are subject to consultations between the Parties and the prior written agreement of the Donor.

### **Article XI. Completion of the Agreement**

1. UNDP shall notify the Donor when all activities relating to the Programme/Project have been completed in accordance with the Project Document.
2. Notwithstanding the completion of the Programme/Project, UNDP shall continue to hold unutilized funds from the Grant until all commitments and liabilities incurred in implementation of the Programme/Project have been satisfied and Programme/Project activities brought to an orderly conclusion.

3. If the unutilized funds prove insufficient to meet such commitments and liabilities, UNDP shall notify the Donor and consult with the Donor on the manner in which such commitments and liabilities may be satisfied (but for the avoidance of doubt, the Donor shall not be obliged to provide further Grant funding to meet any such commitments and/or liabilities).

4. In cases where the Project is completed in accordance with the Project Document any funds below 5,000 USD (five thousand US Dollars) that remain unexpended after all commitments and liabilities have been satisfied shall be automatically reallocated by UNDP. Any funds of 5,000 USD (five thousand US Dollars) or above that remain unexpended after all commitments and liabilities have been satisfied shall be reallocated by UNDP after consultation with the Donor and subject to the prior written consent of the Donor. Any funds reallocated under this paragraph 4 (whether automatically or after receiving consent from the Donor) must be reallocated to activities that further the charitable purposes of the Donor.

## **Article XII. Termination of the Agreement**

1. This Agreement may be terminated by UNDP or by the Donor after consultations between the Donor, UNDP and the Government of Indonesia for a period of 30 (thirty) days following which UNDP or the Donor (as applicable) may give notice to the other Party to terminate this Agreement. The Parties acknowledge and agree, however, that no additional funding beyond the original Grant (as outlined in Article I) will have to be paid by the Donor. The Parties further acknowledge and agree that UNDP will not pre-finance any activity under the Programme/Project. This Agreement shall cease to be in force 30 (thirty) days after either of the Parties have given notice in writing to the other Party of its decision to terminate this Agreement.

2. Notwithstanding termination of all or part of this Agreement, UNDP shall continue to hold unutilized funds until all commitments and liabilities incurred in the implementation of all or the part of the Programme/Project have been satisfied and Programme/Project activities brought to an orderly conclusion.

3. In cases where this Agreement is terminated (or assistance is terminated or suspended under paragraph 2 of Article I or paragraph 3 of Article II) before Programme/Project completion any funds below 5,000 USD (five thousand US Dollars) that remain unexpended after all commitments and liabilities have been satisfied shall be automatically reallocated by UNDP. Any funds of 5,000 USD (five thousand US Dollars) or above that remain unexpended after all commitments and liabilities have been satisfied shall be reallocated by UNDP after consultation with and subject to the prior written consent of the Donor. Any funds reallocated under this paragraph 3 (whether automatically or after receiving consent from the Donor) must be reallocated only to activities that further the charitable purposes of the Donor.

## **Article XIII: Notice**

Any notice or correspondence between UNDP and the Donor will be addressed as follows:

(a) To the Donor:

Address: Croda Foundation, Snaith, Cowick Hall, Goole, DN14 9AA (for the attention of Nazia Mutto);  
or

Email address: [Nazia.Mutto@crodafoundation.com](mailto:Nazia.Mutto@crodafoundation.com)

(b) Upon receipt of funds, UNDP shall send an electronic receipt to the Donor email address provided below as confirmation that the remitted funds have been received by UNDP

Donor email address: [Nazia.Mutto@crodafoundation.com](mailto:Nazia.Mutto@crodafoundation.com)

Attention: Nazia Mutto

(c) To UNDP: Norimasa Shimomura, UNDP Resident Representative in Indonesia

Address: United Nations Development Programme; or

Email address: [Norimasa.shimomura@undp.org](mailto:Norimasa.shimomura@undp.org)

#### **Article XIV. Amendment and Assignment of the Agreement**

1. This Agreement may be amended through an exchange of letters (as agreed and signed) between the Donor and UNDP. The letters exchanged to this effect shall become an integral part of this Agreement.
2. Neither the Donor nor UNDP may, without the prior consent of the other party, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement.

#### **Article XV. Settlement of Disputes and Governing Law**

1. The parties shall use reasonable efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this agreement or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with UNCITRAL Conciliation Rules then obtaining, or according to such procedure as may be agreed between the parties.

2. Any dispute, controversy or claim between the Parties arising out of or relating to this agreement or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph within (60) sixty days after receipt by one Party of the other Party's request for such amicable settlement, shall be referred by either party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The arbitral tribunal shall have no authority to award punitive damages. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

#### **Article XVI. Privileges and Immunities**

Nothing in this agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including UNDP.



### **Article XVII. Confidentiality**

1. In this Agreement, “Confidential Information” means all confidential information relating to this Agreement disclosed by one party to the other including, without limitation:
  - a. the terms of this Agreement and any supporting agreements;
  - b. any information relating to a party's activities or methods of carrying on business and any trade secrets;
  - c. intellectual property rights, know-how, and other business, technical or commercial information which would reasonably be considered to be confidential; and
  - d. any other information which is designated by a party to be confidential, or would reasonably be considered to be confidential;
2. Each party shall during the term of this Agreement and thereafter keep secret and confidential all Confidential Information disclosed to it as a result of the Agreement and shall not disclose the same to any person or entity save:
  - a. to the extent necessary to perform its obligations in accordance with the terms of this Agreement;
  - b. to the extent necessary to comply with any applicable legal and/or regulatory requirements in force from time to time;
  - c. the parties agree that disclosure shall be permitted (where reasonably required) to a party's employees, officers, representatives, auditors, advisors, consultants, agents, and affiliates, provided that the disclosing party shall ensure that all such persons receiving Confidential Information are aware of and agree to be bound by the provisions of confidentiality under this paragraph 2;
  - d. as expressly authorised in writing by the other party; or
  - e. for UNDP, as required to report on the Grant to the UN Secretary General, the UN Secretariat, the UN General Assembly, the UN Board of Auditors, or the UNDP Board Members and in accordance with UNDP's information disclosure policy.
3. The obligation of confidentiality contained in this clause shall not apply or shall cease to apply to any Confidential Information which:
  - a. at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Agreement by the receiving party;
  - b. is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence; or
  - c. is at any time after the date of this Agreement acquired by the receiving party from a third party having the right to disclose the same to the receiving party without breach of the obligations owed by that party to the disclosing party.

### **Article XVIII. Entry into Force**

This Agreement shall enter into force upon the signature of this Agreement by the parties hereto, on the date of the last signature.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed the present Agreement in the English language in two copies.

Signed for and on behalf of Croda Foundation:

(Name) Rommel Moseley

(Title) Executive Director

(Date) 6/22/2022

DocuSigned by:

Rommel Moseley  
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For the United Nations Development Programme:

Norimasa Shimomura

UNDP Resident Representative in Indonesia

(Date) 24-Jun-2022

DocuSigned by:

Norimasa Shimomura  
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**Annex 1. Project Document****Concept Note Proposal – as provided to the Donor in September 2021  
HEART Project for Provision of Oxygen Cylinders for Covid-19 Response****I. Project Title and brief description****Health Governance Initiative (HEART)**

Working with government counterparts, private sector and civil society organisations, UNDP Indonesia's Health Governance programme will leverage UNPD's global expertise in governance for health and implementation support for large health initiatives. The programme will develop innovative solutions and capacities through technical assistance, south-south cooperation, and partnerships for improved and sustained health outcomes for all. The Health Governance Programme will have two outputs: (i) By 2022, strengthened national policy and institutional environment that is governing access and delivery of needed health technologies and affordable medicines through evidence based and multisector collaborations. (ii) By 2022, the performance of national programmes is improved and positively impacts the coverage and the sustainability of services delivery, and the health system better integrates environmental concerns in climate change adaptation and waste management practices to mitigate or limit its impact on environment(s).

The success of achieving these outputs, however, was disrupted during the Covid-19 pandemic. Therefore, the project has been deeply involved in COVID-19 response in Indonesia since March 2020. Key capacity support by UNDP includes strengthening the health system, stakeholder coordination, socio-economic support, and improving big data management. Considering the ongoing COVID-19 pandemic in 2021, HEART Project will continue to implement COVID-19 response projects that focus on digitizing health systems and supporting the delivery of effective healthcare. This initiative leverages UNDP's expertise in collaboration platforms, medical equipment procurement services, supply chain management systems and medical waste management.

The above-mentioned supports will be delivered as part of the wider response of the United Nations development system in Indonesia under the leadership of UN Resident Coordinator system and will include joint initiatives with other UN agencies. UNDP will also work in close cooperation with the Government of Indonesia as well as bilateral and multilateral development partners.

**II. Recipients**

11 (eleven) recommended Public Hospitals out of 342 hospitals and in West Java Province treating COVID-19 patients age under 12 to 80+ with saturation (oxygen) below 93 percent.

**III. Location (s) of project**

The target areas for distribution are government-recommended hospitals in West Java, especially in districts/cities with a high number of Covid-19 patients.

#### IV. Background to project

COVID-19 cases in Southeast Asia, including in Indonesia, have spread rapidly even though efforts to tackle COVID-19 in Indonesia have taken nearly 11 months. Following the spread of COVID-19 in Indonesia, the president declared COVID-19 pandemic a national disaster on 13 April 2020. The government immediately established a task force to control the COVID-19 pandemic at national, provincial and district levels and the country response plan was developed. Numerous regulations were issued including the large-scale social restrictions (PSBB). In early 2021, the PSBB focuses on Java and Bali. The virus remains to spread rapidly with significant impact on public health. Millions of men and women have and may continue to lose their jobs, livelihoods, and access to public services when they need them most.

The pandemic has the potential to overwhelm the capacity of the healthcare system. At the same time, as financial and human capacities are diverted to fighting the pandemic, and social restrictions are enforced, access to essential health services and public health programmes becomes significantly disrupted.

In the last quarter of 2020, the Indonesian government began preparing for the arrival and roll out of the COVID-19 vaccination programme. 3 million doses have already been delivered by December 2021. In early 2021, another 100 million doses are planned to be delivered, in which the supporting systems and infrastructures will need to be ready to efficiently distribute the vaccines to about 12.000 facilities in across 514 districts in 34 provinces.

The Covid-19 virus, however, continues to mutate to produce new variants. A new type of Covid named Delta, which spread faster, has entered several regions in Indonesia. This has resulted in the number of Covid-19 cases experiencing a spike in recent times. Therefore, the government has implemented a policy of implementing restrictions on community activities (PPKM) in several areas. In the June-July 2021 period, the average hospital was filled with COVID-19 patients, even causing a queue list.

Patients who are infected will experience some mild to severe symptoms. Examples of the main symptoms are fever, cough, chest tightness, and dyspnoea. Although most sufferers will experience mild illness, about 5% will become critical and require intensive care. The patient will develop dyspnoea and 2.5 days later will progress rapidly to acute respiratory distress syndrome (ARDS). In critically ill patients, acute hypoxemic respiratory failure will be found.

The management of confirmed COVID-19 patients has been made. Patients with moderate non-pharmacological levels are recommended for complete rest, adequate caloric intake, electrolyte control, hydration status (fluid therapy), and oxygen. Signs of health conditions also need to be monitored such as respiratory rate 30x/min, oxygen saturation with pulse oximetry 93% and others. Monitoring of critical conditions resulting in respiratory failure also needs to be done.

In line with these issues, the need for oxygen supply soared. This is because the number of COVID-19 patients with critical symptoms and low oxygen saturation is increasing. However, some areas in

Indonesia are reported to be experiencing a shortage of oxygen cylinder supplies. This is exacerbated by the problems of oxygen production capacity and distribution. For example, in West Java, Ridwan Kamil, the Governor of West Java, said that there is a 362-tonne/per day or 82,654/tube 6m3 oxygen needed in July 2021. This figure will increase if it is calculated until end of this year which is needed 2,226-tonne/per day or 275,538/tube 6m3 oxygen. Meanwhile, there are 473 of hospitals and self-isolation needed.

**V. Project Goals/Milestones/Impact on community**

By 2022, strengthened health system through providing procurement services for oxygen cylinder 6000 litters for better access in treating COVID-19 patients and contribute to the UNDP Indonesia Country Programme 2021-2025 developed in partnership with the Indonesian Government and supporting national efforts to achieve the 2030 Sustainable Development Goal indicator 3.8.1 regarding coverage of essential health services.

**VI. Number of Lives impacted and improved by this project**  
Est. 105,000 patients (52,500 men and 52,500 women)<sup>1</sup>

**VII. Investment Required: Total budget requests and indication of budget timings**

No	Component	Quantity	UoM	Unit Cost	Total Cost (IDR)	Total Cost (GBP)
				(IDR)		
1	Filled Oxygen cylinders 6 m3 +Valve+regulator*	525	cylinder	3.318.138	1.742.022.450	£ 90,697.27
2	Delivery Cost	10	location	5.000.000	50.000.000	£ 2,603.22
4	Coordination & Technical Assistance to Provincial Health Office	6	months	20.891.072	125.346.432	£ 6526.08
3	Monitoring, reporting & communication/publication	1	package	100.000.000	100.000.000	£ 5,206.44
				<b>Sub Total Activity Budget</b>	<b>2.017.368.882</b>	<b>£ 105,033.00</b>
5	GMS	1		8% of Activity Budget	161.389.511	£ 8,402.64
				<b>Sub-total</b>	<b>2.178.758.393</b>	<b>£ 113,435.64</b>
6	Levy	1		1% of Activity budget + GMS	21.787.584	£ 1,134.36
				<b>TOTAL</b>	<b>2.200.545.976</b>	<b>£ 114,570.00</b>

**VIII. SDGs that are connected to this project include;**

SDG indicator 3.8.1 regarding coverage of essential health services.

SDG Indicator 3.8.2 regarding number of people covered by a public health system per 1,000 population

SDG 17: Partnerships for sustainable development

**IX. Case Study (A brief example of delivering similar initiative with impact):**

Maintaining the resilience of health services is one of the crucial COVID19 response actions in Indonesia. UNDP continues to provide support for the MOH and other key stakeholders to address the needs of the healthcare system. 75 ventilators which were provided by WHO and IOM had been

<sup>1</sup> Assumption: 15% of est. 700,000 positive COVID19 in West Java need oxygen

delivered to the 35 COVID-19 referral hospitals across the country. 16 High Flow Nasal Cannulas had been procured and to be delivered to 2 hospitals in Manado and Padang. These was intended to improve the care of COVID19 patients' management and prevent progression of disease to a more fatal stage. To improve medical waste management, UNDP procured 4 incinerators installed in 4 locations and 4 autoclaves for 4 hospitals. Additional supporting tools and services have also been provided to ensure that the delivered equipment is functioning and contributing to the increased usage of proper waste disposals.

**X.** Disclaimer

Any agreement to be signed between UNDP Country Office Indonesia and CRODA Foundation will be subject to further consultation between both parties and the outcome of UNDP's Due Diligence Process for engagement with private sector.

**Additional note:** Nora Nindi from the Health Governance Initiative Cluster in UNDP Indonesia provided the following further update on 17 May 2022 regarding the continued need for the Programme/Project: "the support regarding oxygen tank were still matched with the West Java province needs even though the COVID-19 cases is going down lately in Indonesia based on our discussion with West Java government representative on 27th April 2022".

## **Annex 2. Coordination Levy**

### **ANNEX 2 – COORDINATION LEVY UNITED NATIONS GENERAL ASSEMBLY RESOLUTION A/RES/72/279**

The present Annex is an integral part of the Grant Agreement between UNDP and the Donor.

Pursuant to paragraph 10(a) of United Nations General Assembly Resolution A/RES/72/279 (31 May 2018), the Donor agrees that an amount corresponding to 1% of the total Grant to UNDP shall be paid to finance the United Nations Resident Coordinator System. This amount, hereinafter referred to as the “coordination levy” will be held in trust by UNDP until transfer to the United Nations Secretariat for deposit into the United Nations Special ~~Trust~~ Trust Fund, which has been established to finance the United Nations Resident Coordinator System and is managed by the United Nations Secretariat.

The Donor acknowledges and agrees that once the coordination levy has been transferred by UNDP to the United Nations Secretariat, UNDP is not responsible for the use of the coordination levy and does not assume any liability. The fiduciary responsibility lies entirely with the United Nations Secretariat as the manager of the Resident Coordination System.

The Donor acknowledges and agrees the coordination levy does not form part of UNDP’s cost recovery and is additional to the costs of UNDP to implement the activity or activities covered by the contribution. Accordingly, there is no obligation for UNDP to refund the levy, in part or in full, even where the activities covered by the contribution are not carried out in full by UNDP. As deemed necessary by the Donor, however, especially where the scale of the resources concerned or reputational risk justify the refund transaction costs, the Donor can submit a request for refund to the United Nations Secretariat directly.

UNDP will not administer the coordination levy. UNDP will not report on the use of the coordination levy. UNDP does not have any liability on the use of the coordination levy by the United Nations Secretariat. Clarifications on the administration, reporting and/or use of the coordination levy by the United Nations Secretariat shall be discussed by the Donor and the United Nations Secretariat on bilateral basis.

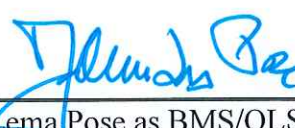
A Grant of GBP (£) 113,435.64 is to be made under the Agreement. In addition to the Grant amount, the Donor is paying a coordination Levy amount of GBP (£)1,134.36. As part of the payment in Article I of the Agreement, the Levy will be transferred to UNDP at the bank account indicated in the Article I of the Agreement within 5 working days of the date of the Agreement.



## CLEARANCE SLIP FOR FINANCING AGREEMENT/ TRUST FUND

### FINANCING AGREEMENT BETWEEN CRODA FOUNDATION AND UNDP

*Empowered lives.  
Resilient nations.*

<b>Agreement/Trust Fund title:</b>	Financing Agreement between Croda Foundation and The United Nations Development Programme (UNDP)
<b>Project No:</b>	00106768
<b>Project Title:</b>	Health Governance Initiative (HEART)
<b>Country Office/HQ Business unit:</b>	CO Indonesia
<b>Regional Bureau:</b>	RBAP
<b>Donor:</b>	Croda Foundation
<b>Total amount of the Agreement:</b>	£114,570.00
<b>Document Received on</b>	14/6/2022
<b>Reviewed by</b>	Claudio Lema Pose
<b>Consulted</b>	
<b>Comments/Additional information</b>	CO comment: "The proposed engagement has been reviewed by interoffice due-diligence panel in March 2022 and approved by RBAP Director on 15 April 2022"  BMS/OLS comment: "Annexes A and A-1 contain the background of the case. The concept note (Annex B) is outside the scope of BMS/OLS review and not included in this clearance".
<b>Cleared by:</b>	 <hr/> (signed by Claudio Lema Pose as BMS/OLS Legal Specialist on behalf of the BMS/OLS Director)
<b>Date of clearance:</b>	15 June 2022
<b>Cleared with conditions:</b>	



Croda Foundation / Bates Wells comments – 1 June 2022

**GRANT AGREEMENT BETWEEN  
THE UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP)  
AND CRODA FOUNDATION (THE DONOR)**

WHEREAS the Donor hereby agrees to grant funds to UNDP (hereinafter referred to as “the Grant”) to UNDP for the implementation of the “Health Governance Initiative (HEART)” (hereinafter referred to as “the Programme/ Project”), as described in the Project document entitled “Concept Note Proposal – HEART Project for Provision of Oxygen Cylinders for Covid-19 Response” submitted to the Donor for information (the “Project Document”). The Donor’s reference number is CF003.

WHEREAS UNDP is prepared to receive and administer the Grant for the implementation of the Programme/Project,

WHEREAS the Government of Indonesia has been duly informed of the Grant being provided by the Donor for the Programme/Project,

~~WHEREAS UNDP will act as the Implementing Partner for the implementation of the Project (hereinafter referred to as “the Implementing Partner”) and the West Java Provincial Health Office (operating through the Ministry of Health in Indonesia) will be the Beneficiary, subject to the terms of this Agreement, WHEREAS UNDP shall designate the West Java Provincial Health Office (operating through the Ministry of Health in Indonesia) as the Implementing Partner for the implementation of the Programme/Project (hereinafter referred to as “the Implementing Partner”) and UNDP shall be permitted to sub-grant the Grant to the Implementing Partner subject to the terms of this Agreement,~~

NOW THEREFORE, UNDP and the Donor hereby agree as follows:

**Article I. The Grant**

1. (a) The Donor shall, in accordance with the schedule of payments set out below, grant to UNDP the total amount of GBP £114,570.00 (One hundred and fourteen thousand, five hundred and seventy British pound sterling). This payment shall include a grant of GBP £113,435.64 (the “Grant”) and a levy of £1,134.36 that shall be used in accordance with Annex 2 (the “Levy”). The Grant and the Levy shall be deposited in the bank account described below:

Schedule of payments	Amount
Within 5 working days of the date of this Agreement under Article XVIII	£114,570.00

**Bank account details:**

Bank name: BANK OF AMERICA - LONDON

Account name: UNDP Contributions (GBP) Account

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Account number: 62722030

Currency: GBP

Address: Mail Code: 473-672-09-01, 5 Canada Square, London E14 5AQ, UNITED KINGDOM

IBAN/ABA: GB37BOFA16505062722030

SWIFT CODE: BOFAGB22

Additional account information: Bank/Branch code: 6008

Sort code: 16-50-50

(b) The Donor will inform UNDP when the Grant and Levy are paid via an e-mail message with remittance information to [contributions@undp.org](mailto:contributions@undp.org), providing the following information: donor's name, UNDP country office, the "Health Governance Initiative (HEART)", donor reference number CF003. This information should also be included in the bank remittance advice when funds are remitted to UNDP.

(c) The purpose of the Grant is to fund the Programme/Project (specifically to fund 525 tanks of medical oxygen for hospitals and technical assistance in the West Java Province in Indonesia) as set out in the Project Document.

~~(d) Notwithstanding any other term of this Agreement or the Project Document, the Grant may only be used by UNDP, any Implementing Partner or any other person for activities that further the charitable objects of the Donor and in compliance with applicable laws and regulations.~~

(e) For the further avoidance of doubt, all amounts set out in this Agreement are inclusive of value added tax (and/or any equivalent taxes), expenses and disbursements.

2. The value of the payment, if made in a currency other than United States dollars, shall be determined by applying the United Nations operational rate of exchange in effect on the date of payment. Should there be a change in the United Nations operational rate of exchange prior to the full utilization by the UNDP of the payment, the value of the balance of funds still held at that time will be adjusted accordingly. If, in such a case, a loss in the value of the balance of funds is recorded, UNDP shall inform the Donor with a view to determining whether any further financing could be provided by the Donor (though the Donor shall have no obligation to provide such further financing). Should such further financing not be available, the assistance to be provided to the Programme/Project may be reduced, suspended or terminated by UNDP. UNDP shall notify the Donor and the Implementing Partner in advance of any such reduction, suspension, or termination. UNDP shall liaise in good faith with the Donor and the Implementing Partner when determining the revised activities that can be delivered with the available funds, and how any suspended support can be recommenced.

3. The above schedule of payments takes into account the requirement that the payments shall be made in advance of the implementation of planned activities. It may be amended (with the prior agreement of both UNDP and the Donor) to be consistent with the progress of Programme/Project delivery.

4. UNDP shall receive and administer the payment in accordance with the Financial Regulations and Rules of UNDP.

5. All financial accounts and statements related to the Programme/Project and the Grant that are prepared by UNDP shall be expressed in United States dollars.

**Commented [BW1]:** This language is a must-have as the Foundation's trustees have a charity law obligation to ensure that the charitable funds of the charity are only applied towards advancing its charitable objects. This reflects the Charity Commission's requirements around grants to non-charities, as well as HMRC guidance on charitable expenditure.

**Commented [CLP2R1]:** UNDP OLS: As we indicated, per the Convention, we are not subject to national law/national jurisdiction.

**Commented [BW3R1]:** UNDP: We have re-inserted this. It needs to be kept because the Croda Foundation, and presumably the Implementing Partner, will be subject to applicable laws and regulations. The Foundation needs to ensure the Implementing Partner works within applicable laws and regulations.

The wording also works for UNDP's position. If UNDP is not subject to national laws and jurisdictions, there will be no "applicable" laws and regulations for you to consider – therefore this will not be an issue.

**Commented [CL4R1]:** UNDP OLS: This would not be an issue if the clause is only for UNDP. For example, we did accept the reference to "applicable" in article XII. But in this clause we have the implementing partner here as well. Our agreement with the implementing partner (as well as our contracts with suppliers/vendors/consultants) do not reference national law/national jurisdiction.

**Commented [BW5]:** UNDP: Having discussed this with our client, we have added wording to state that UNDP shall notify the parties and liaise with them in good faith. As you will appreciate, it is important to the Foundation that its funds are used appropriately, and ideally for the particular project they are intended for. This wording means the Foundation will be involved in discussions, but UNDP will retain ultimate control over the project. We hope you agree this is a fair compromise. We have added the same wording below in article II section 3.

**Commented [CL6R5]:** UNDP OLS: The donor requested to clearly state that they have no obligation to provide additional funding. We have done that. We have no objection to state that the donor does not have any obligation to provide additional funding. At the same time, UNDP can't pre-finance any activity if there is no funding (something that may have happened due to the global inflationary problem being experienced at the present moment). If additional funding is needed and that funding is not available, then there is no discussion on how suspended support can be recommenced. If there is no funding, then the activities need to be terminated. We can only discuss how the activities may be reduced.



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**Article II. Utilization of the Grant**

1. The implementation of the responsibilities of UNDP and of the Implementing Partner pursuant to this Agreement and the Project Document shall be dependent on receipt by UNDP of the Grant in accordance with the schedule of payment as set out in Article I, Paragraph 1, above.
2. If unforeseen increases in expenditures or commitments are expected or realized (whether owing to inflationary factors, fluctuation in exchange rates or unforeseen contingencies), UNDP shall submit to the Donor on a timely basis a supplementary estimate showing the further financing that will be necessary. The Donor shall consider in good faith whether it is able to provide the additional funds required (but shall not be obliged to do so). UNDP shall not absorb any loss (including but not limited to exchange fluctuations) under the Project. All losses (including but not limited to losses as result of currency exchange fluctuations) shall be charged to the Project, though (for the avoidance of doubt) the Donor shall not be obliged to provide any further funding amounts in relation to such losses.
3. If the payments referred to in Article I, paragraph 1, above are not received in accordance with the payment schedule, or if the additional financing required in accordance with Paragraph 2 above is not forthcoming from the Donor or other sources, the assistance to be provided to the Programme/Project under this Agreement may be reduced, suspended or terminated by UNDP. UNDP shall notify the Donor and the Implementing Partner in advance of any such reduction, suspension, or termination. UNDP shall liaise in good faith with the Donor and the Implementing Partner when determining the revised activities that can be delivered with the available funds, and how any suspended support can be recommenced.
4. The Grant shall be used for the Programme/Project only and the Programme/Project shall be completed and the Grant spent on the Programme/Project within 6 months of the date of this Agreement.

*Limitation of liability*

5. UNDP acknowledges that, save to the extent required by applicable law, the Donor does not and shall not have any liability for any consequences or losses that may arise directly or indirectly (a) in connection with UNDP, the Programme/Project, the Grant, the Levy, or this Agreement or (b) to UNDP or to any third parties (such as the West Java Provincial Health Office (operating through the Ministry of Health in Indonesia).

**Article III. Administration and Reporting**

1. Programme/Project management and expenditures shall be governed by the regulations, rules, policies and procedures of UNDP and, where applicable, the regulations, rules, policies and procedures of the Implementing Partner, provided that applicable regulations, rules, policies, and procedures have been provided to the Donor and do not conflict with the terms of this Agreement.

**Commented [BW7]:** UNDP: The Foundation needs to protect itself and its charitable assets (to comply with charity law and continue supporting people across the world). We have added this clause so that the Foundation's liability is limited. This is an approach we commonly take when charities are contracting with bodies such as the UNDP, which have immunity from certain liabilities – to ensure the UK charity does not take on a disproportionate level of risk.

**Commented [CL8R7]:** UNDP OLS: We have stated that you have no obligation to provide additional funding and no liability for that point.

**Commented [BW9]:** We note that this agreement does not include any confidentiality obligations. We anticipate that UNDP may push back on the basis that UN agencies have the right to disclose any information they feel is necessary to perform their duties, but would UNDP be amenable to include a fairly standard confidentiality clause in the agreement?

**Commented [CLP10R9]:** UNDP OLS: you can propose a confidentiality clause and we will review it. We have the obligation to report the contributions to the UN Secretary General, the UN Secretariat, the UN General Assembly, the UN Board of Auditors, the UNDP Board Member and per UNDP's information disclosure policy.

**Commented [BW11R9]:** UNDP: Thank you. We have added Article XVII below. Please can you provide the Foundation with a copy of UNDP's Information Disclosure Policy.

**Commented [CL12R9]:** UNDP OLS: we will send you the link UNDP's Information Disclosure Policy.

**Commented [DH13R9]:** Here is the link: [Information Disclosure Policy | United Nations Development Programme \(undp.org\)](https://undp.org/information-disclosure-policy)

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2. UNDP shall provide to the Donor the following reports in accordance with UNDP accounting and reporting procedures.

- (a) From the country office, within six months after the date of completion of the Programme/Project or termination of the Agreement (whichever is earlier), a final report summarizing Programme/Project activities and the impact of such activities, as well as provisional financial data;
- (b) From UNDP Bureau for Management Services/Office of Financial Resources Management, an annual certified financial statement as of 31 December to be submitted no later than 30 June of the following year after the date of completion of the Programme/Project or termination of the Agreement (whichever is earlier); and
- (c) From UNDP Bureau for Management Services/Office of Financial Resources Management, on completion of the Programme/Project, a certified financial statement to be submitted no later than 30 June of the year after the date of completion of the Programme/Project or termination of the Agreement (whichever is earlier).

6. If special circumstances so warrant, UNDP may provide more frequent reporting at the expense of the Donor. The specific nature and frequency of this reporting shall be specified in an annex of the Agreement.

7. In this Agreement, "Serious Incident" means an incident which satisfies the criteria set out in the guidance of the Charity Commission for England and Wales on "what to report" (<https://www.gov.uk/guidance/how-to-report-a-serious-incident-in-your-charity#what-to-report>), as amended from time to time. UNDP agrees that it shall co-operate with the Donor in good faith to enable the Donor to comply with its legal and regulatory Serious Incident reporting requirements. UNDP accepts and shall ensure that (a) it is familiar with the Donor's policy on the reporting of Serious Incidents (as updated from time to time), provided that the Donor has given UNDP a copy of such policy, and (b) it shall notify the Donor immediately upon becoming aware of any Serious Incident in connection with the Programme/Project.

#### **Article IV. General Management Support services**

1. In accordance with the decisions, policies and procedures of UNDP's Executive Board reflected in its Policy on Cost Recovery from Other Resources, the Grant shall be subject to cost recovery for indirect costs incurred by UNDP headquarters and country office structures in providing General Management Support (GMS) services. To cover these GMS costs, the Grant shall be charged a fee of at least 8%. Furthermore, as long as they are unequivocally linked to the Project, all direct costs of implementation, including the costs of Implementing Partner, will be identified in the Programme/Project budget against a relevant budget line and borne by the Programme/Project accordingly provided that the Donor shall not be obliged to provide any further funding amounts other than as specified in Article I.

2. The aggregate of the amounts budgeted for the Programme/Project, together with the estimated costs of reimbursement of related support services, shall not exceed the total resources available to the Programme/Project under this Agreement as well as funds which may be available to the Programme/Project for Programme/Project costs and for support costs under other sources of financing.

**Commented [BW14]:** UNDP: It is very important for the Foundation to include this wording, to comply with the guidance on serious incident reporting from the Charity Commission of England and Wales. We have re-inserted this section and added some wording to clarify what it means for UNDP in practical terms – we hope this helps.

This wording is also in line with the Foundation's policy on serious incident reporting. The Foundation will provide you with a copy of the policy.

**Commented [CL15R14]:** UNDP OLS: We can't apply or reference donor's code of ethics, donor's internal reporting compliance system and similar. This is not a project with a NGO or a Foundation. It is a project with the United Nations and we have a framework to follow vis-à-vis our Board (in which the UK is a member) and UN privileges and immunities. If you need to include this reference (e.g. UNDP accepts and shall ensure that it is familiar with the Donor's policy, etc), UNDP can't instrument the contribution.

**Commented [BW16]:** This is quite key - at least 8% of the Grant will be applied towards UNDP general management support services. We note that the Proposal document includes line items for "monitoring reporting and communication / publication" as well as "delivery cost" and "co-ordination and technical assistance to Provincial Health Office", which we assume relates to these management costs. Please could UNDP confirm that there will be no further cut-backs on the level of funding going towards the actual oxygen tanks?

**Commented [CLP17R16]:** UNDP OLS: my CO colleagues will explain the budget and UNDP cost recovery to the donor.

**Commented [BW18R16]:** UNDP: Please could you respond to our comment above?

**Commented [DH19R16]:** Yes, there will be no further cut-backs on the level of funding going towards the actual oxygen tanks.



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**Article V. Evaluation**

All UNDP programmes and projects are evaluated in accordance with the UNDP Evaluation Policy. UNDP and the Government of Indonesia in consultation with other stakeholders will jointly agree on the purpose, use, timing, financing mechanisms and terms of reference for evaluating the Programme/Project including an evaluation of how the Grant has been used towards outcomes listed in the Evaluation Plan. UNDP shall commission the evaluation of this Programme/Project, and the evaluation exercise shall be carried out by external independent evaluators. UNDP shall pay for all costs of the evaluation in accordance with the agreed budget in Annex 1.

**Article VI. Equipment**

Ownership of equipment, supplies and other properties financed from the Grant shall vest in UNDP. Matters relating to the transfer of ownership by UNDP shall be determined in accordance with the relevant policies and procedures of UNDP.

**Article VII. Auditing**

The Grant shall be subject exclusively to the internal and external auditing procedures provided for in the financial regulations, rules, policies and procedures of UNDP. Should the annual Audit Report of the UN Board of Auditors to its governing body contain observations relevant to the Grant, such information shall be made available to the Donor by the country office.

**Article VIII. Fraud and Anti-Corruption Measures**

The Parties agree that it is important to take all necessary precautions to avoid corrupt practices. To this end, UNDP shall maintain standards of conduct to govern the performance of its staff, including of corrupt practices in connection with the award and administration of contracts, grants, or other benefits, as set forth in the Staff Regulations and Rules of the United Nations, the UNDP Financial Regulations and Rules, and the UNDP Procurement Manual.

**Article IX. Anti-Terrorism Measures**

Consistent with numerous United Security Council resolutions, including S/RES/1269 (1999), S/RES 1368 (2001), and S/RES/1373 (2001), both the Donor and UNDP are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. It is the policy of UNDP to seek to ensure that none of its funds are used, directly or indirectly, to provide support to individuals or entities associated with terrorism. In accordance with this policy, UNDP undertakes to use reasonable efforts to ensure that none of the Donor funds provided under this Agreement are used to provide support to individuals or entities associated with terrorism.

**Article X. Advertisement of the Grant**

**Commented [BW20]:** Please could UNDP provide further details of how the project would be evaluated (and provide a copy of the evaluation policy)?

**Commented [CLP21R20]:** UNDP OLS: my CO colleagues will revert on this point.

**Commented [BW22R20]:** UNDP: Please can you respond to the comment above. We imagine this will include details about what the 'Evaluation Plan' is and how the Government of Indonesia will be involved in the Project and evaluation.

**Commented [DH23R20]:** This is part of HEART "portfolio" Project, the evaluation has been budgeted using the different source of funds. The independent "portfolio" evaluation will be done in 2023 as per costed evaluation plan stipulated in the Project Document "HEART". A portfolio evaluation will focus on part of a group of projects called "HEART" that are linked to different outcomes/ outputs in the results framework.

This activity is linked to will have two outputs under "HEART": (i) By 2022, strengthened national policy and institutional environment that is governing access and delivery of needed health technologies and affordable medicines through evidence based and multisector collaborations. (ii) By 2022, the performance of national programmes is improved and positively impacts the coverage and the sustainability of services delivery, and the health system better integrates environmental concerns in climate change adaptation and waste management practices to mitigate or limit its impact on environment(s)

This will be done through a participatory and consultative approach that ensures close engagement with all implementing partners and direct beneficiaries. The evaluation process will be reviewed by evaluation reference group consisting of UNDP and government partners. The management process will also be deliberated through "Project Board – multi-stakeholder board" established to review performance based on monitoring and evaluation, and address implementation issues to ensure quality delivery of results.

**Commented [BW24]:** Please could UNDP confirm that the costs of the evaluation will not be borne by Foundation (beyond what is already specifically budgeted for in the Project Documents)?

**Commented [CLP25R24]:** UNDP OLS: the evaluation is part of the budget.

**Commented [BW26R24]:** UNDP: Please can you clarify where the evaluation falls? We cannot see it within the budget in Annex 1.

**Commented [DH27R24]:** Please see our previous responses.

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1. The Donor shall not use the UNDP name or emblem, or any abbreviation thereof, in connection with its business or otherwise without the express prior written approval of UNDP in each case. In no event will authorization be granted for commercial purposes, or for use in any manner that suggests an endorsement by UNDP of the Donor, its products or services.
2. The Donor acknowledges that it is familiar with UNDP's ideals and objectives and recognizes that its name and emblem may not be associated with any political or sectarian cause or otherwise used in a manner inconsistent with the status, reputation and neutrality of UNDP.
3. The Donor may make representations to its shareholders and internal budget officials as required about the fact of the Grant to UNDP. Any other use of the UNDP name or emblem, and any other form of recognition or acknowledgement of the Grant of the Donor are subject to consultations between the Parties, and the prior written agreement of UNDP.
4. UNDP will report on the Grant to its Executive Board in accordance with its regular procedures regarding contributions from private donors. Other forms of recognition and acknowledgement of the Grant are subject to consultations between the Parties and the prior written agreement of the Donor.

**Article XI. Completion of the Agreement**

1. UNDP shall notify the Donor when all activities relating to the Programme/Project have been completed in accordance with the Project Document.
2. Notwithstanding the completion of the Programme/Project, UNDP shall continue to hold unutilized funds from the Grant until all commitments and liabilities incurred in implementation of the Programme/Project have been satisfied and Programme/Project activities brought to an orderly conclusion.
3. If the unutilized funds prove insufficient to meet such commitments and liabilities, UNDP shall notify the Donor and consult with the Donor on the manner in which such commitments and liabilities may be satisfied (but for the avoidance of doubt, the Donor shall not be obliged to provide further Grant funding to meet any such commitments and/or liabilities).
4. In cases where the Project is completed in accordance with the Project Document any funds below 5,000 USD (five thousand US Dollars) that remain unexpended after all commitments and liabilities have been satisfied shall be automatically reallocated by UNDP. Any funds of 5,000 USD (five thousand US Dollars) or above that remain unexpended after all commitments and liabilities have been satisfied shall be reallocated by UNDP after consultation with the Donor and subject to the prior written consent of the Donor. Any funds reallocated under this paragraph 4 (whether automatically or after receiving consent from the Donor) must be reallocated to activities that further the charitable purposes of the Donor.

**Commented [BW28]:** UNDP: Please can you clarify how UNDP is allowed to use the name, logo, and branding of the Croda Foundation. We have amended this to require the prior written agreement of the Foundation, so that both parties have control over the use of their own branding. It is important to charities in England and Wales that they can control how their branding is used.

**Commented [CL29R28]:** UNDP OLS: we have accepted this addition. The donor can use the name/emblem of UNDP in the representations to shareholders. It can also be used in a press release informing the public that you have provided funding to a project of UNDP but that needs to be presented to UNDP first (as we have had cases in the past where those "press releases" look more like a commercial advertising campaign).

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**Article XII. Termination of the Agreement**

1. This Agreement may be terminated by UNDP or by the Donor after consultations between the Donor, UNDP and the Government of Indonesia for a period of 30 (thirty) days following which UNDP or the Donor (as applicable) may give notice to the other Party to terminate this Agreement. The Parties acknowledge and agree, however, that no additional funding beyond the original Grant (as outlined in Article I) will have to be paid by the Donor. The Parties further acknowledge and agree that UNDP will not pre-finance any activity under the Programme/Project. This Agreement shall cease to be in force 30 (thirty) days after either of the Parties have given notice in writing to the other Party of its decision to terminate this Agreement.

2. Notwithstanding termination of all or part of this Agreement, UNDP shall continue to hold unutilized funds until all commitments and liabilities incurred in the implementation of all or the part of the Programme/Project have been satisfied and Programme/Project activities brought to an orderly conclusion.

3. In cases where this Agreement is terminated (or assistance is terminated or suspended under paragraph 2 of Article I or paragraph 3 of Article II) before Programme/Project completion any funds below 5,000 USD (five thousand US Dollars) that remain unexpended after all commitments and liabilities have been satisfied shall be automatically reallocated by UNDP. Any funds of 5,000 USD (five thousand US Dollars) or above that remain unexpended after all commitments and liabilities have been satisfied shall be reallocated by UNDP after consultation with and subject to the prior written consent of the Donor. Any funds reallocated under this paragraph 3 (whether automatically or after receiving consent from the Donor) must be reallocated only to activities that further the charitable purposes of the Donor.

**Article XIII: Notice**

Any notice or correspondence between UNDP and the Donor will be addressed as follows:

(a) To the Donor:

Address: Croda Foundation, Snaith, Cowick Hall, Goole, DN14 9AA (for the attention of Nazia Mutto);

or

Email address: [Nazia.Mutto@crodafoundation.com](mailto:Nazia.Mutto@crodafoundation.com)

(b) Upon receipt of funds, UNDP shall send an electronic receipt to the Donor email address provided below as confirmation that the remitted funds have been received by UNDP

Donor email address: [Nazia.Mutto@crodafoundation.com](mailto:Nazia.Mutto@crodafoundation.com)

Attention: Nazia Mutto

(c) To UNDP: Norimasa Shimomura, UNDP Resident Representative in Indonesia



Croda Foundation / Bates Wells comments – 1 June 2022

Address: United Nations Development Programme; or  
Email address: [Norimasa.shimomura@undp.org](mailto:Norimasa.shimomura@undp.org)

#### **Article XIV. Amendment and Assignment of the Agreement**

1. This Agreement may be amended through an exchange of letters (as agreed and signed) between the Donor and UNDP. The letters exchanged to this effect shall become an integral part of this Agreement.
2. Neither the Donor nor UNDP may, without the prior consent of the other party, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement.

#### **Article XV. Settlement of Disputes and Governing Law**

1. The parties shall use reasonable efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this agreement or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with UNCITRAL Conciliation Rules then obtaining, or according to such procedure as may be agreed between the parties.
2. Any dispute, controversy or claim between the Parties arising out of or relating to this agreement or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph within (60) sixty days after receipt by one Party of the other Party's request for such amicable settlement, shall be referred by either party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The arbitral tribunal shall have no authority to award punitive damages. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

**Commented [BW30]: Note to UNDP:** We have amended this to "reasonable" as, under English law, the term "best efforts" puts an excessive and unfair burden on parties to carry out the actions. We appreciate that this may not apply to UNDP, but it will apply to the Foundation and would be unduly onerous.

"Reasonable" is the term that is normally used where parties want to create good faith obligations like this one.

**Commented [CL31R30]: UNDP OLS:** We accept the term "reasonable" but English law is not applicable here.

#### **Article XVI. Privileges and Immunities**

Nothing in this agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including UNDP.

#### **Article XVII. Confidentiality**

1. In this Agreement, "Confidential Information" means all confidential information relating to this Agreement disclosed by one party to the other including, without limitation:
  - a. the terms of this Agreement and any supporting agreements;
  - b. any information relating to a party's activities or methods of carrying on business and any trade secrets;



Croda Foundation / Bates Wells comments – 1 June 2022

- c. intellectual property rights, know-how, and other business, technical or commercial information which would reasonably be considered to be confidential; and
  - d. any other information which is designated by a party to be confidential, or would reasonably be considered to be confidential;
2. Each party shall during the term of this Agreement and thereafter keep secret and confidential all Confidential Information disclosed to it as a result of the Agreement and shall not disclose the same to any person or entity save:
- a. to the extent necessary to perform its obligations in accordance with the terms of this Agreement;
  - b. to the extent necessary to comply with any applicable legal and/or regulatory requirements in force from time to time;
  - c. the parties agree that disclosure shall be permitted (where reasonably required) to a party's employees, officers, representatives, auditors, advisors, consultants, agents, and affiliates, provided that the disclosing party shall ensure that all such persons receiving Confidential Information are aware of and agree to be bound by the provisions of confidentiality under this paragraph 2;
  - d. as expressly authorised in writing by the other party; or
  - e. for UNDP, as required to report on the Grant to the UN Secretary General, the UN Secretariat, the UN General Assembly, the UN Board of Auditors, or the UNDP Board Members and in accordance with UNDP's information disclosure policy.
3. The obligation of confidentiality contained in this clause shall not apply or shall cease to apply to any Confidential Information which:
- a. at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Agreement by the receiving party;
  - b. is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence; or
  - c. is at any time after the date of this Agreement acquired by the receiving party from a third party having the right to disclose the same to the receiving party without breach of the obligations owed by that party to the disclosing party.

**Article XVIII. Entry into Force**

This Agreement shall enter into force upon the signature of this Agreement by the parties hereto, on the date of the last signature.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed the present Agreement in the English language in two copies.

Signed for and on behalf of Croda Foundation:  
(Name)  
(Title)

For the United Nations Development Programme:  
(Name)  
(Title)

Croda Foundation / Bates Wells comments – 1 June 2022

(Date)

(Date)

Witness:

Witness:

(Name)

(Name)

(Title)

(Title)

(Date)

(Date)

Croda Foundation / Bates Wells comments – 1 June 2022

Annex 2. Coordination Levy

**ANNEX 2 – COORDINATION LEVY**  
**UNITED NATIONS GENERAL ASSEMBLY RESOLUTION**  
**A/RES/72/279**

The present Annex is an integral part of the Grant Agreement between UNDP and the Donor.

Pursuant to paragraph 10(a) of United Nations General Assembly Resolution A/RES/72/279 (31 May 2018), the Donor agrees that an amount corresponding to 1% of the total Grant to UNDP shall be paid to finance the United Nations Resident Coordinator System. This amount, hereinafter referred to as the “coordination levy” will be held in trust by UNDP until transfer to the United Nations Secretariat for deposit into the United Nations Special Purpose Trust Fund, which has been established to finance the United Nations Resident Coordinator System and is managed by the United Nations Secretariat.

The Donor acknowledges and agrees that once the coordination levy has been transferred by UNDP to the United Nations Secretariat, UNDP is not responsible for the use of the coordination levy and does not assume any liability. The fiduciary responsibility lies entirely with the United Nations Secretariat as the manager of the Resident Coordination System.

The Donor acknowledges and agrees the coordination levy does not form part of UNDP’s cost recovery and is additional to the costs of UNDP to implement the activity or activities covered by the contribution. Accordingly, there is no obligation for UNDP to refund the levy, in part or in full, even where the activities covered by the contribution are not carried out in full by UNDP. As deemed necessary by the Donor, however, especially where the scale of the resources concerned or reputational risk justify the refund transaction costs, the Donor can submit a request for refund to the United Nations Secretariat directly.

UNDP will not administer the coordination levy. UNDP will not report on the use of the coordination levy. UNDP does not have any liability on the use of the coordination levy by the United Nations Secretariat. Clarifications on the administration, reporting and/or use of the coordination levy by the United Nations Secretariat shall be discussed by the Donor and the United Nations Secretariat on bilateral basis.

A Grant of GBP (£) 113,435.64 is to be made under the Agreement. In addition to the Grant amount, the Donor is paying a coordination Levy amount of GBP (£)1,134.36. As part of the payment in Article I of the Agreement, the Levy will be transferred to UNDP at the bank account indicated in the Article I of the Agreement within 5 working days of the date of the Agreement.

A

## Claudio Lema-Pose

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**From:** Dikot Harahap  
**Sent:** Tuesday, June 14, 2022 9:25 PM  
**To:** Claudio Lema-Pose  
**Cc:** Siprianus Bate Soro; Agus Soetianto; Nora Nindi Arista; Ari Yahya Pratama; INS-QARE; Nika Saeedi  
**Subject:** RE: Financing Agreement: Croda Foundation (HEART Project)  
**Attachments:** (CLP) Clean version Bates Wells draft 01.06.22) Draft UNDP Grant Agreement\_090622.docx; 2022 06 14 Clearance Slip for Financing Agreements-CRODA Foundation ap.docx; FW: (For your Decision) Private Sector Due Diligence Committee recommendations on Croda Foundation / Indonesia CO

Dear Claudio,

Trust this email finds you well.

We have just got their confirmation that Croda is happy with the latest version, attached, for your kind consideration. We therefore attached the clearance slip for your kind perusal. Likewise, for your kind information, we also attached email approval of this partnership (due diligence) from RBAP, as supporting document.

Kindly inform us if you have any further clarification with respect to the attached documents. Looking forward to deriving your input and/or approval then.

With our best regards,

Dikot

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**From:** Claudio Lema-Pose <claudio.lema-pose@undp.org>  
**Sent:** 13 June 2022 22:39  
**To:** Dikot Harahap <dikot.harahap@undp.org>  
**Cc:** Siprianus Bate Soro <siprianus.soro@undp.org>; Agus Soetianto <agus.soetianto@undp.org>; Nora Nindi Arista <nora.arista@undp.org>  
**Subject:** RE: Financing Agreement: Croda Foundation

Dear Dikot,

Hi.

If this is the absolute final version (NOT subject to further changes), then please send the clearance slip.

We strongly recommend that you check with the donor one more time that the version is final. We won't be able to reverse the clearance once it has been issued.

Kind regards,

Claudio

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**From:** Dikot Harahap <[dikot.harahap@undp.org](mailto:dikot.harahap@undp.org)>

**Sent:** Monday, June 13, 2022 5:17 AM

**To:** Claudio Lema-Pose <[claudio.lema-pose@undp.org](mailto:claudio.lema-pose@undp.org)>

**Cc:** Siprianus Bate Soro <[siprianus.soro@undp.org](mailto:siprianus.soro@undp.org)>; Agus Soetianto <[agus.soetianto@undp.org](mailto:agus.soetianto@undp.org)>; Nora Nindi Arista <[nora.arista@undp.org](mailto:nora.arista@undp.org)>; INS-QARE <[gare.id@undp.org](mailto:gare.id@undp.org)>

**Subject:** RE: Financing Agreement: Croda Foundation

Dear Claudio,

Hope you had a good start to the new week.

The donors (CRODA) has just provided green light for signing process. We therefore would like to share with you the latest agreement for your kind approval.

Looking forward to deriving your input (if any) or approval.

Best regards with many thanks,

Dikot

---

**From:** Claudio Lema-Pose <[claudio.lema-pose@undp.org](mailto:claudio.lema-pose@undp.org)>

**Sent:** 08 June 2022 19:33

**To:** Dikot Harahap <[dikot.harahap@undp.org](mailto:dikot.harahap@undp.org)>

**Cc:** Siprianus Bate Soro <[siprianus.soro@undp.org](mailto:siprianus.soro@undp.org)>; Agus Soetianto <[agus.soetianto@undp.org](mailto:agus.soetianto@undp.org)>; Nora Nindi Arista <[nora.arista@undp.org](mailto:nora.arista@undp.org)>

**Subject:** Re: Financing Agreement: Croda Foundation

Dear Dikot,

Hi.

Attached the commented version of the agreement.

Please delete the internal comment on evaluation before sending this version to the donor. All UNDP projects are evaluated. The project manager needs to explain how evaluation works at UNDP. In the same way, he/she also needs to explain what happens if there is no additional funding as indicated before:

There is no discussion on "how to reconnect suspended activities" to be made. The donor concern was not to have the obligation of providing additional funding. That is clearly stated in the agreement now. But if additional funding is needed and that funding is not available, we amend, suspend or terminate the project. We can not "recommence activities" if there is no money. I will comment on that point on the agreement (and on the test) but the project manager needs to have an immediate subsequent discussion with the donor and explain that circumstance

Kind regards,

Claudio

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**From:** Dikot Harahap <[dikot.harahap@undp.org](mailto:dikot.harahap@undp.org)>  
**Sent:** Wednesday, June 8, 2022 6:23 AM  
**To:** Claudio Lema-Pose <[claudio.lema-pose@undp.org](mailto:claudio.lema-pose@undp.org)>  
**Cc:** Siprianus Bate Soro <[siprianus.soro@undp.org](mailto:siprianus.soro@undp.org)>; Agus Soetianto <[agus.soetianto@undp.org](mailto:agus.soetianto@undp.org)>; Nora Nindi Arista <[nora.arista@undp.org](mailto:nora.arista@undp.org)>  
**Subject:** RE: Financing Agreement: Croda Foundation

Dear Claudio,

Sorry for sending you multiple emails. Please refer to the attached file instead of our previous email. We updated some suggested articles for your kind perusal.

We are looking forward to deriving your constructive guidance then.

Best regards with many thanks,

Dikot

---

**From:** Dikot Harahap  
**Sent:** 08 June 2022 15:14  
**To:** Claudio Lema-Pose <[claudio.lema-pose@undp.org](mailto:claudio.lema-pose@undp.org)>  
**Cc:** Nika Saeedi <[nika.saeedi@undp.org](mailto:nika.saeedi@undp.org)>; Siprianus Bate Soro <[siprianus.soro@undp.org](mailto:siprianus.soro@undp.org)>; Agus Soetianto <[agus.soetianto@undp.org](mailto:agus.soetianto@undp.org)>; Ari Yahya Pratama <[ari.pratama@undp.org](mailto:ari.pratama@undp.org)>; Cecilia Novarina <[cecilia.novarina@undp.org](mailto:cecilia.novarina@undp.org)>; Ynesita Annabelle Widjaja <[ynesita.widjaja@undp.org](mailto:ynesita.widjaja@undp.org)>; Nora Nindi Arista <[nora.arista@undp.org](mailto:nora.arista@undp.org)>  
**Subject:** RE: Financing Agreement: Croda Foundation

Dear Claudio,

We have derived additional comments and/or suggested text from CRODA, attached. We therefore would like to seek your guidance to their inputs.

Thanks so much for your continued support as always, appreciated. Looking forward to hearing your constructive guidance then.

With our best regards,

Dikot

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**From:** Claudio Lema-Pose <[claudio.lema-pose@undp.org](mailto:claudio.lema-pose@undp.org)>  
**Sent:** 19 April 2022 19:52  
**To:** Dikot Harahap <[dikot.harahap@undp.org](mailto:dikot.harahap@undp.org)>  
**Cc:** Nika Saeedi <[nika.saeedi@undp.org](mailto:nika.saeedi@undp.org)>; Siprianus Bate Soro <[siprianus.soro@undp.org](mailto:siprianus.soro@undp.org)>; Agus Soetianto <[agus.soetianto@undp.org](mailto:agus.soetianto@undp.org)>; Ari Yahya Pratama <[ari.pratama@undp.org](mailto:ari.pratama@undp.org)>; Cecilia Novarina <[cecilia.novarina@undp.org](mailto:cecilia.novarina@undp.org)>  
**Subject:** Re: Financing Agreement: Croda Foundation



Hi,

This comment:

Likewise, would be highly appreciated if you could also provide constructive guidance on (i) their suggested texts (deviation) by Croda such as grants instead of contribution, etc; and (ini) comment number 18 with respect to the following comment:

"As originally drafted, this is very heavy-handed and potentially forces the Foundation to pay additional amounts (at UNDP's discretion) before the Foundation is permitted to terminate. This may be particularly problematic in practice if UNDP want the Foundation to contribute additional amounts which are intended to be applied in a way that conflicts with the Foundation's charitable would propose deleting this highlighted language, as it effectively forces the Foundation to pay an unlimited amount (as determined by UNDP) towards the completion of the programme, before it can withdraw".

was addressed in the document. There is an additional change from our side:

[\[BW1\]](#) [\[BW1\]](#). The Parties acknowledge and agree, however, that no additional funding beyond the original contribution will have to be paid by the Contribution. The Parties further acknowledge and agree that UNDP will not pre-finance any activity under the Project.

Please enter the CO comments on the points to be addressed by the CO and send the document back to the donor.

Regards,

Claudio

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**From:** Dikot Harahap <[dikot.harahap@undp.org](mailto:dikot.harahap@undp.org)>

**Sent:** Tuesday, April 19, 2022 8:49 AM

**To:** Claudio Lema-Pose <[claudio.lema-pose@undp.org](mailto:claudio.lema-pose@undp.org)>

**Cc:** Nika Saeedi <[nika.saeedi@undp.org](mailto:nika.saeedi@undp.org)>; Siprianus Bate Soro <[siprianus.soro@undp.org](mailto:siprianus.soro@undp.org)>; Agus Soetianto <[agus.soetianto@undp.org](mailto:agus.soetianto@undp.org)>; Ari Yahya Pratama <[ari.pratama@undp.org](mailto:ari.pratama@undp.org)>; Cecilia Novarina <[cecilia.novarina@undp.org](mailto:cecilia.novarina@undp.org)>

**Subject:** Re: Financing Agreement: Croda Foundation

Dear Claudio,

Thanks for your swift responses, highly appreciated.

In relation to your concerns, in terms of 31 March, Croda at national level has just shared with us today. It presumably thought that the comments raised by Croda at HQ.

Likewise, would be highly appreciated if you could also provide constructive guidance on (i) their suggested texts (deviation) by Croda such as grants instead of contribution, etc; and (ini) comment number 18 with respect to the following comment:

"As originally drafted, this is very heavy-handed and potentially forces the Foundation to pay additional amounts (at UNDP's discretion) before the Foundation is permitted to terminate. This may be particularly problematic in practice if UNDP want the Foundation to contribute additional amounts which are intended to be applied in a way that conflicts with the Foundation's charitable would propose deleting this highlighted language, as it effectively forces the Foundation to pay an unlimited amount (as determined by UNDP) towards the completion of the programme, before it can withdraw".

We are looking forward to deriving your guidance on the abovementioned realms.

With our best regards,

Dikot

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**From:** Claudio Lema-Pose <[claudio.lema-pose@undp.org](mailto:claudio.lema-pose@undp.org)>

**Sent:** Tuesday, 19 April 2022, 19:37

**To:** Dikot Harahap <[dikot.harahap@undp.org](mailto:dikot.harahap@undp.org)>

**Cc:** Nika Saeedi <[nika.saeedi@undp.org](mailto:nika.saeedi@undp.org)>; Siprianus Bate Soro <[siprianus.soro@undp.org](mailto:siprianus.soro@undp.org)>; Agus Soetianto <[agus.soetianto@undp.org](mailto:agus.soetianto@undp.org)>; Ari Yahya Pratama <[ari.pratama@undp.org](mailto:ari.pratama@undp.org)>; Cecilia Novarina <[cecilia.novarina@undp.org](mailto:cecilia.novarina@undp.org)>

**Subject:** Re: Financing Agreement: Croda Foundation

Dear Dikot,

Hi.

The comments of the donor are marked as "31 March". Why this document is coming to OLS only on 19 April?

Attached the revised version of the agreement.

The agreement draft contains several comments for the CO to address. Please go through those comments before sending the version to the donor.

Kind regards,

Claudio

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**From:** Dikot Harahap <[dikot.harahap@undp.org](mailto:dikot.harahap@undp.org)>

**Sent:** Tuesday, April 19, 2022 5:57 AM

**To:** Claudio Lema-Pose <[claudio.lema-pose@undp.org](mailto:claudio.lema-pose@undp.org)>

**Cc:** Nika Saeedi <[nika.saeedi@undp.org](mailto:nika.saeedi@undp.org)>; Siprianus Bate Soro <[siprianus.soro@undp.org](mailto:siprianus.soro@undp.org)>; Agus Soetianto <[agus.soetianto@undp.org](mailto:agus.soetianto@undp.org)>; Ari Yahya Pratama <[ari.pratama@undp.org](mailto:ari.pratama@undp.org)>; Cecilia Novarina <[cecilia.novarina@undp.org](mailto:cecilia.novarina@undp.org)>

**Subject:** Financing Agreement: Croda Foundation

Dear Claudio,



Greetings from Indonesia CO. Trust this email finds you well.

We are going to have financing agreement with Croda Foundation. For your consideration, Croda foundation has passed due diligence for private sector (attached). In this conjunction, we have shared the standard template of financing agreement with Croda Foundation. Attached you will find their input to our financing agreement. We therefore would like to seek your response to their input in the attached draft.

Thanks so much for your continued support, as always. We are looking forward to deriving your response to Croda's input.

With our best regards,

Dikot

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**From:** Mutto, Nazia <[Nazia.Mutto@crodafoundation.com](mailto:Nazia.Mutto@crodafoundation.com)>  
**Sent:** Tuesday, April 19, 2022 4:09 PM  
**To:** Ari Yahya Pratama <[ari.pratama@undp.org](mailto:ari.pratama@undp.org)>; Agus Soetianto <[agus.soetianto@undp.org](mailto:agus.soetianto@undp.org)>  
**Cc:** Pramudita Lestari <[pramudita.lestari@undp.org](mailto:pramudita.lestari@undp.org)>; Moseley, Rommel <[Rommel.Moseley@crodafoundation.com](mailto:Rommel.Moseley@crodafoundation.com)>  
**Subject:** RE: Croda Foundation - Approved Project

Some people who received this message don't often get email from [nazia.mutto@crodafoundation.com](mailto:nazia.mutto@crodafoundation.com). [Learn why this is important](#)

Dear Ari,

I hope this finds you well.

Please find attached comments from our legal team on the grant agreement for you to review.

Also, please let us know if anything is required from us as part of your due diligent assessment on the Foundation – is there any progress on this?

Please feel free to reach out if you have any questions.

Best wishes,  
Nazia

Nazia Mutto  
Grant Manager  
Croda Foundation



**BUSINESS  
AMBITION FOR 1.5°C**



**OUR ONLY  
FUTURE**

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**From:** Mutto, Nazia  
**Sent:** 30 March 2022 15:50  
**To:** Ari Yahya Pratama <[ari.pratama@undp.org](mailto:ari.pratama@undp.org)>; Agus Soetianto <[agus.soetianto@undp.org](mailto:agus.soetianto@undp.org)>  
**Cc:** Pramudita Lestari <[pramudita.lestari@undp.org](mailto:pramudita.lestari@undp.org)>; Moseley, Rommel <[Rommel.Moseley@crodafoundation.com](mailto:Rommel.Moseley@crodafoundation.com)>  
**Subject:** RE: Croda Foundation - Approved Project

Dear Ari,

I hope this finds you well.

We wanted to let you know that the grant agreement is still with our legal team, we should have it by the end of the week.

In the meantime, has there been any progress with your due diligence panel members? It would be good to have official minutes that confirms we have passed due diligence. If not, would you be able to provide us with a timeline as we need to update our board.

Please let us know if you have any questions.

Many thanks and best wishes,  
Nazia

Nazia Mutto  
Grant Manager  
**Croda Foundation**



**BUSINESS AMBITION FOR 1.5°C**   **OUR ONLY FUTURE**

**From:** Moseley, Rommel <[Rommel.Moseley@crodafoundation.com](mailto:Rommel.Moseley@crodafoundation.com)>

**Sent:** 10 March 2022 10:13

**To:** Ari Yahya Pratama <[ari.pratama@undp.org](mailto:ari.pratama@undp.org)>; Agus Soetianto <[agus.soetianto@undp.org](mailto:agus.soetianto@undp.org)>; Ross, Julie <[Julie.Ross@croda.com](mailto:Julie.Ross@croda.com)>

**Cc:** Mutto, Nazia <[Nazia.Mutto@crodafoundation.com](mailto:Nazia.Mutto@crodafoundation.com)>; Pramudita Lestari <[pramudita.lestari@undp.org](mailto:pramudita.lestari@undp.org)>

**Subject:** RE: Croda Foundation - Approved Project

Dear Ari,

Thanks very much for your email.

Great to hear there has been some progress with your due diligence panel members and look forward to receiving your final confirmation of engagement once you have the official recommendation.

In the meantime, I've passed your template agreement to our legal team for review and will get back to you should we have any questions or comments.

Kind regards,

Rommel

Rommel Moseley  
Executive Director  
**Croda Foundation**  
Cowick Hall, Snaith  
Goole, East Yorkshire, DN14 9AA  
United Kingdom





I wanted to follow up on our call a couple weeks ago to enquire:

- Can you kindly send over your grant contract template that you mentioned on the call? I would like to pass this to our legal team for review.
- Do you have any updates on the due diligence process? We have a board meeting on 28 February, and they've asked me to provide an update on UNDP Indonesia and their grant award decision.

I look forward to hearing from you. Any questions do let me know.

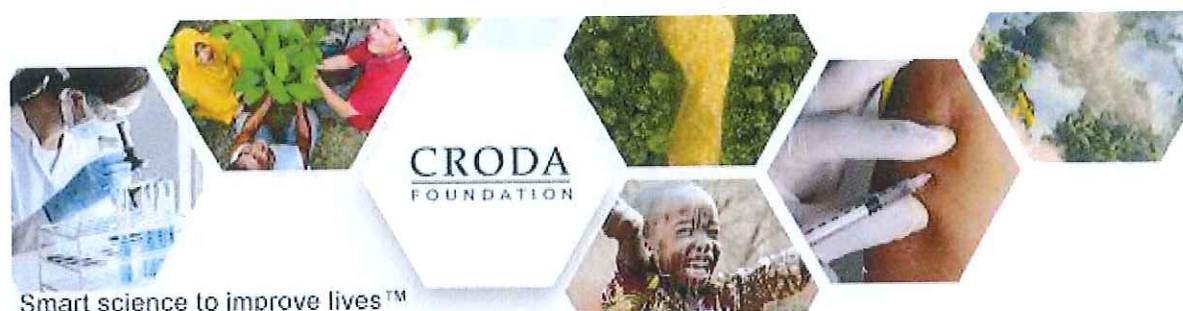
Kind regards,

Rommel

Rommel Moseley  
Executive Director  
**Croda Foundation**  
Cowick Hall, Snaith  
Goole, East Yorkshire, DN14 9AA  
United Kingdom  
[rommel.moseley@crodafoundation.com](mailto:rommel.moseley@crodafoundation.com)

M: +44 (0) 7917 144500

Registered Charity Number: 1196455



From: Agus Soetianto <[agus.soetianto@undp.org](mailto:agus.soetianto@undp.org)>

Sent: 26 January 2022 01:17

To: Ross, Julie <[Julie.Ross@croda.com](mailto:Julie.Ross@croda.com)>; Vidia <[vidia@undp.org](mailto:vidia@undp.org)>

Cc: Moseley, Rommel <[Rommel.Moseley@crodafoundation.com](mailto:Rommel.Moseley@crodafoundation.com)>; Ari Yahya Pratama <[ari.pratama@undp.org](mailto:ari.pratama@undp.org)>

Subject: RE: Croda Foundation - Approved Project

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Dear Julie,

Greeting from Jakarta and thank you for your invitation and commitment in supporting Covid19 response in Indonesia, where we might see 3<sup>rd</sup> wave of infection in next 1-2 months.

8 February at 08.30 UK Time (15.30 Jakarta time) will be most suitable for us.

Best



**Agus Soetianto**

Health Governance Programme Cluster Lead

United Nations Development Programme Indonesia  
Menara Thamrin, Jl. MH. Thamrin Kav 3-7, 9th Floor  
Jakarta 10250, Indonesia

[agus.soetianto@undp.org](mailto:agus.soetianto@undp.org)

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**From:** Ross, Julie <[Julie.Ross@croda.com](mailto:Julie.Ross@croda.com)>

**Sent:** 21 January 2022 21:12

**To:** Vidia <[vidia@undp.org](mailto:vidia@undp.org)>; Agus Soetianto <[agus.soetianto@undp.org](mailto:agus.soetianto@undp.org)>

**Cc:** Moseley, Rommel <[Rommel.Moseley@crodafoundation.com](mailto:Rommel.Moseley@crodafoundation.com)>; Ari Yahya Pratama <[ari.pratama@undp.org](mailto:ari.pratama@undp.org)>

**Subject:** RE: Croda Foundation - Approved Project

Hi Vidia,

Many thanks for your email.

Would you and/or Agus be available for a call on 7 or 8 February at 08:30 UK time (15:30 Indonesia)? If you would kindly confirm if either of these days are suitable, I will put in a grant call so that we can introduce ourselves and go through process on both sides.

I look forward to hearing from you and in the meantime wish you a good weekend.

Kind regards

Julie Ross

Croda Foundation Communications Lead

**Croda Foundation**

Cowick Hall, Snaith,

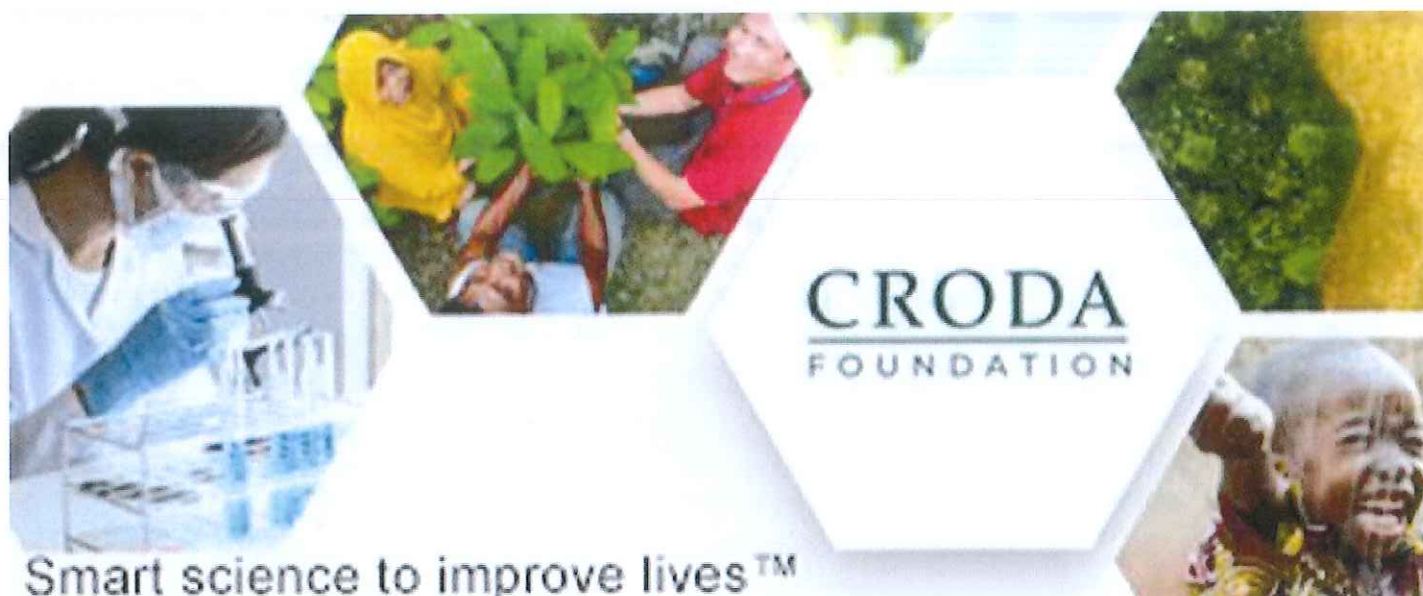
East Yorkshire, DN14 9AA, UK

[julie.ross@crodafoundation.com](mailto:julie.ross@crodafoundation.com)

[www.croda.com](http://www.croda.com)

**Registered Charity Number:** 1196455





**From:** Vidia <[vidia@undp.org](mailto:vidia@undp.org)>

**Sent:** 18 January 2022 23:12

**To:** Ross, Julie <[Julie.Ross@croda.com](mailto:Julie.Ross@croda.com)>; Agus Soetianto <[agus.soetianto@undp.org](mailto:agus.soetianto@undp.org)>

**Cc:** Moseley, Rommel <[Rommel.Moseley@crodafoundation.com](mailto:Rommel.Moseley@crodafoundation.com)>; Ari Yahya Pratama <[ari.pratama@undp.org](mailto:ari.pratama@undp.org)>

**Subject:** Re: Croda Foundation - Approved Project

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Dear Julie,

Hope you had a great and enjoyable new year time.

Thank you for your email and still having your commitment to support West Java, Indonesia.

Our HQ has not been made any decision yet, and UNDP Country Office could not interfere the process. I will let you know once the decision made.

I would like to take the opportunity to introduce you to my colleague Agus Soetianto, who recently has been leading the Health Governance Cluster in UNDP Indonesia. Agus will support and be in contact with you/Croda Foundation for this initial grant call.

Best regards,  
Vidia

---

**From:** Ross, Julie <[Julie.Ross@croda.com](mailto:Julie.Ross@croda.com)>

**Date:** Thursday, 13 January 2022 18.00

**To:** Vidia <[vidia@undp.org](mailto:vidia@undp.org)>

**Cc:** Moseley, Rommel <[Rommel.Moseley@crodafoundation.com](mailto:Rommel.Moseley@crodafoundation.com)>, Agus Soetianto <[agus.soetianto@undp.org](mailto:agus.soetianto@undp.org)>, Ari Yahya Pratama <[ari.pratama@undp.org](mailto:ari.pratama@undp.org)>

**Subject:** Croda Foundation - Approved Project

Hi Vidia,

Wishing you a very Happy New Year!

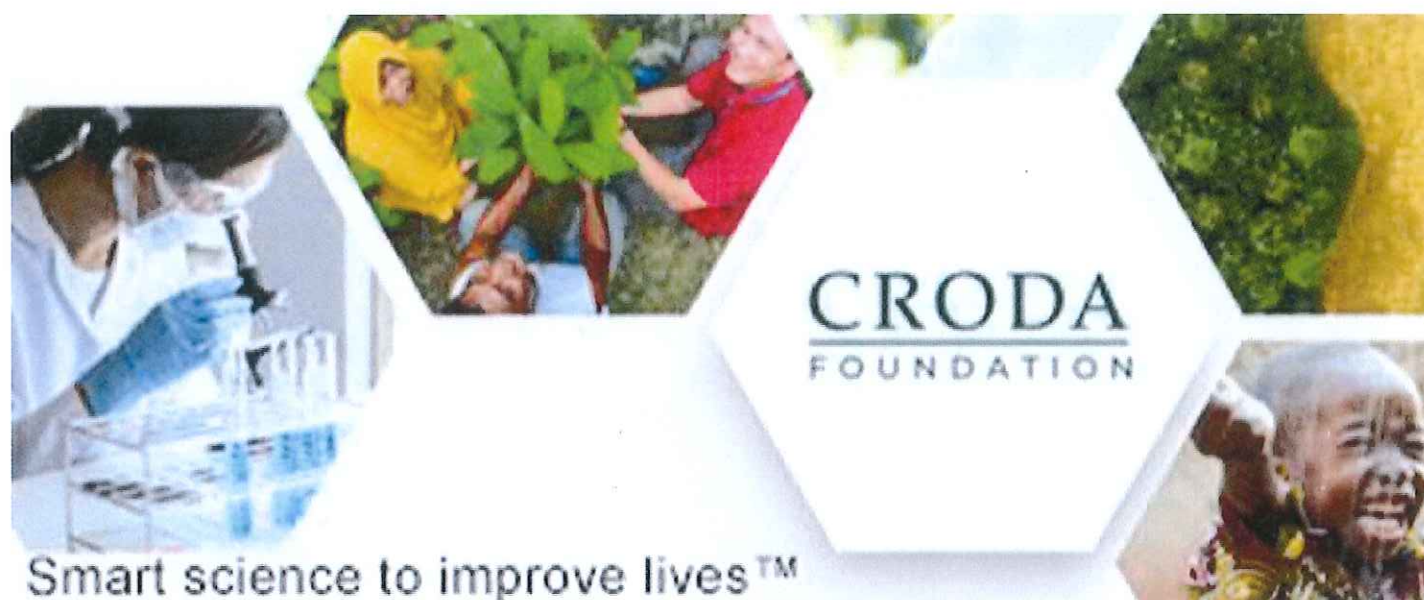
I refer to our correspondence from November and December 2021 regarding your HEART Health Governance project that has been approved from Croda Foundation support. Would you please advise when you will be available for an initial grant set-up call? I appreciate that you were waiting for process of clearance to have approval and wondered if this had now been resolved.

I look forward to hearing from you.

Kind regards

Julie Ross  
Croda Foundation Communications Lead  
**Croda Foundation**  
Cowick Hall, Snaith,  
East Yorkshire, DN14 9AA, UK  
[julie.ross@crodafoundation.com](mailto:julie.ross@crodafoundation.com)  
[www.croda.com](http://www.croda.com)

**Registered Charity Number:** 1196455



**From:** Ross, Julie <[julie.ross@crodafoundation.com](mailto:julie.ross@crodafoundation.com)>  
**Sent:** 10 December 2021 09:21  
**To:** 'Vidia' <[vidia@undp.org](mailto:vidia@undp.org)>  
**Cc:** Moseley, Rommel <[Rommel.Moseley@crodafoundation.com](mailto:Rommel.Moseley@crodafoundation.com)>  
**Subject:** FW: Croda Foundation - Approved Project

Hi Vidia,

I refer to my email of 6 December regarding your Health Governance Initiative project being approved for £114,570 of Croda Foundation support.

Would you please advise whether you will be available for an initial grant set-up call on Monday 20 December at 15:30 Indonesia time?

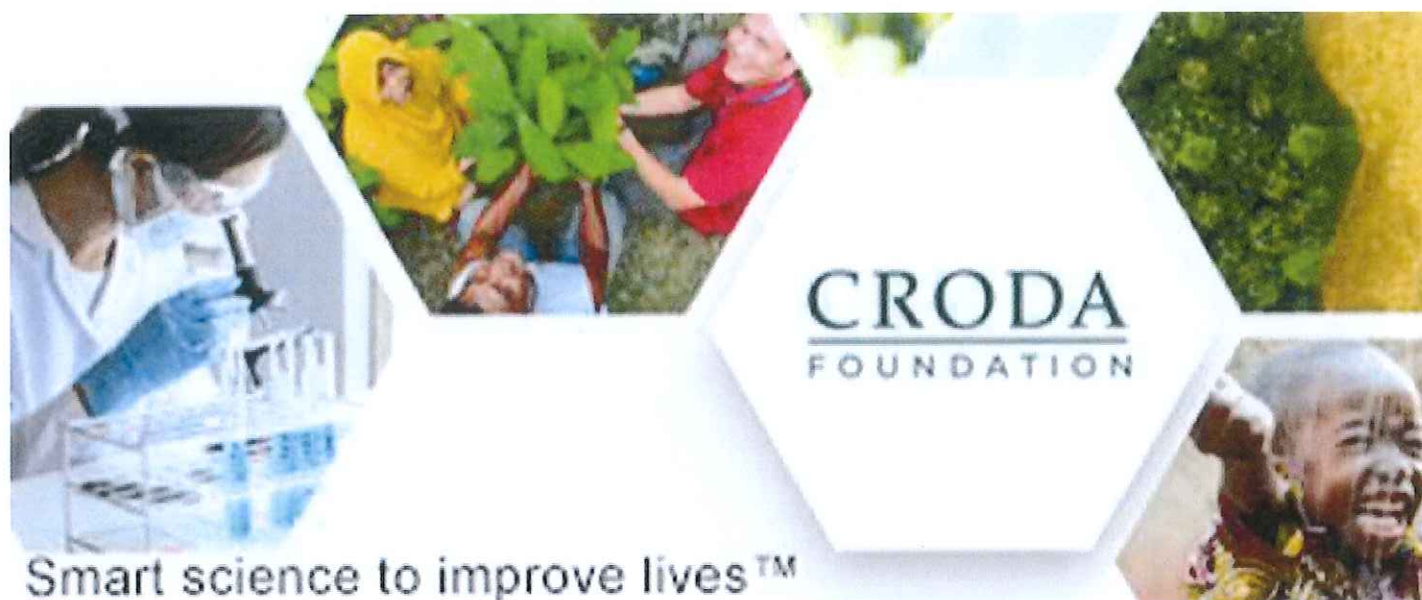
I look forward to hearing from you



Kind regards

Julie Ross  
Croda Foundation Communications Lead  
**Croda Foundation**  
Cowick Hall, Snaith,  
East Yorkshire, DN14 9AA, UK  
[julie.ross@crodafoundation.com](mailto:julie.ross@crodafoundation.com)  
[www.croda.com](http://www.croda.com)

Registered Charity Number: 1196455



**From:** Ross, Julie <[julie.ross@crodafoundation.com](mailto:julie.ross@crodafoundation.com)>  
**Sent:** 06 December 2021 09:39  
**To:** Vidia <[vidia@undp.org](mailto:vidia@undp.org)>  
**Cc:** Moseley, Rommel <[Rommel.Moseley@crodafoundation.com](mailto:Rommel.Moseley@crodafoundation.com)>  
**Subject:** Croda Foundation - Approved Project

Hi Vidia,

I am delighted to inform you that after your submission of additional information, the Croda Foundation Board of Trustees has approved a grant of £114,570 for your Health Governance Initiative providing 525 tubes/tanks of medical oxygen for hospitals and technical assistance provision to West Java Province's Health Office in Indonesia.

We would like to organise a grant set-up call with you to go through information on reporting, payment dates and expectations of the Foundation. Would you be available for this call on Monday 20 December at 08:30am (15:30pm Indonesia time) ? Please confirm by return and I will set up a Teams call.

I look forward to hearing from you.

Kind regards

Julie Ross



Croda Foundation Communications Lead

**Croda Foundation**

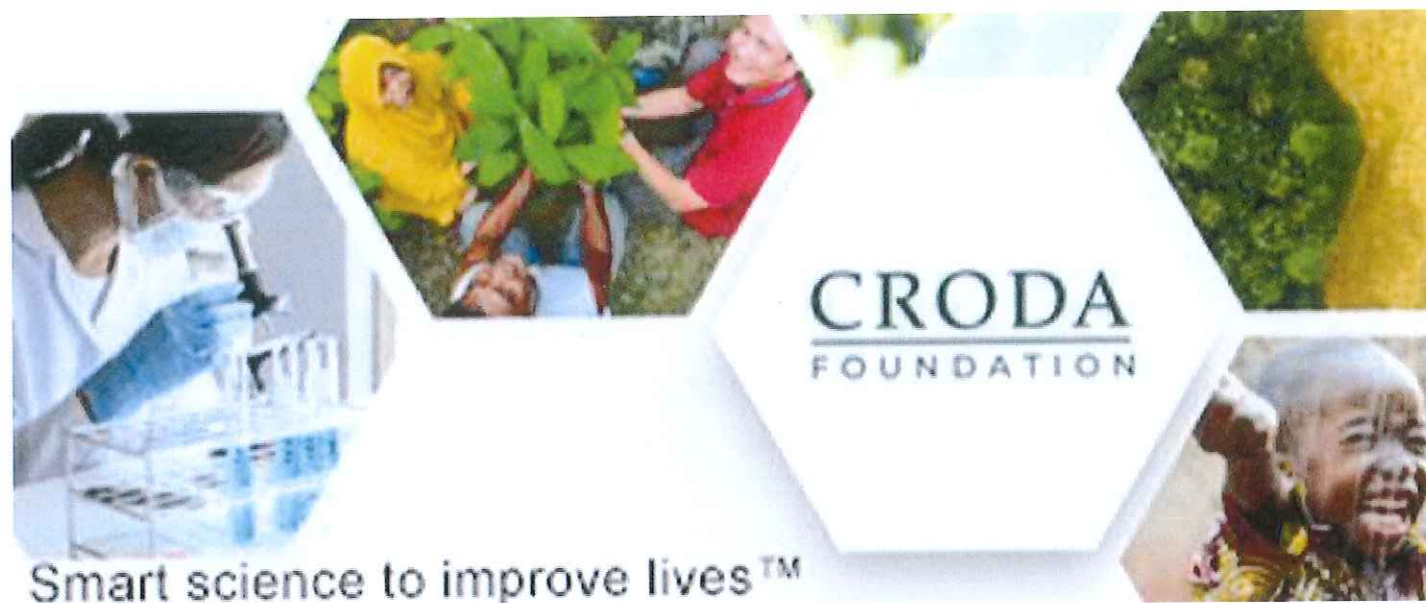
Cowick Hall, Snaith,

East Yorkshire, DN14 9AA, UK

[julie.ross@crodafoundation.com](mailto:julie.ross@crodafoundation.com)

[www.croda.com](http://www.croda.com)

**Registered Charity Number:** 1196455



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A1

**Claudio Lema-Pose**

---

**From:** Norimasa Shimomura  
**Sent:** Saturday, April 16, 2022 1:21 AM  
**To:** Vidia; Agus Soetianto; Siprianus Bate Soro; Dikot Harahap; Ari Yahya Pratama; Nika Saeedi  
**Cc:** Marina Ten; Martin Stephanus Kurnia; John Benjamin  
**Subject:** FW: (For your Decision) Private Sector Due Diligence Committee recommendations on Croda Foundation / Indonesia CO  
**Attachments:** FINAL\_Minutes\_PSDD Committee\_March 2 2022\_cln[1].docx; RE: (For your Decision) Private Sector Due Diligence Committee recommendations on Croda Foundation / Indonesia CO

Congratulations Colleagues!

---

**From:** Norimasa Shimomura <norimasa.shimomura@undp.org>  
**Date:** Saturday, 16 April 2022 12.18  
**To:** Kanni Wignaraja <kanni.wignaraja@undp.org>, Ramakrishnan Iyer <ramakrishnan.iyer@undp.org>, Christophe Bahuet <christophe.bahuet@undp.org>, Ruchi Mohanty <ruchi.mohanty@undp.org>, Marta Vallejo <marta.vallejo@undp.org>  
**Cc:** Haoliang Xu <haoliang.xu@undp.org>, Faiza Effendi <faiza.effendi@undp.org>, Besian Xhezo <besian.xhezo@undp.org>, Jakob Schemel <jakob.schemel@undp.org>, Claire Van der Vaeren <claire.van.der.vaeren@undp.org>  
**Subject:** Re: (For your Decision) Private Sector Due Diligence Committee recommendations on Croda Foundation / Indonesia CO

Thank you Dear Kanni and Colleagues for your kind support.  
This would certainly open up new opportunities for us. We will certainly deliver on our immediate programmatic commitments, and also explore how best we may leverage this new partnership.  
Warm regards,  
Nori

---

**From:** Kanni Wignaraja <kanni.wignaraja@undp.org>  
**Date:** Friday, 15 April 2022 04.19  
**To:** Ramakrishnan Iyer <ramakrishnan.iyer@undp.org>, Christophe Bahuet <christophe.bahuet@undp.org>, Ruchi Mohanty <ruchi.mohanty@undp.org>, Marta Vallejo <marta.vallejo@undp.org>, Norimasa Shimomura <norimasa.shimomura@undp.org>  
**Cc:** Haoliang Xu <haoliang.xu@undp.org>, Faiza Effendi <faiza.effendi@undp.org>, Besian Xhezo <besian.xhezo@undp.org>, Jakob Schemel <jakob.schemel@undp.org>, Claire Van der Vaeren <claire.van.der.vaeren@undp.org>  
**Subject:** FW: (For your Decision) Private Sector Due Diligence Committee recommendations on Croda Foundation / Indonesia CO

Dear Nori and RBAP colleagues,  
Based on a review and exchanges for classification below, this is to confirm approval to proceed based on due diligence conducted and continued close monitoring by the CO as we proceed.  
Best,

Kanni



Kanni Wignaraja  
Assistant Secretary General  
Assistant Administrator & Regional Director  
Regional Bureau for Asia and the Pacific  
UNDP, 1 UN Plaza, New York, NY 10017  
[kanni.wignaraja@undp.org](mailto:kanni.wignaraja@undp.org)  
Tel: +1 (212) 906 – 5800  
Twitter: @kanniwignaraja



**From:** Norimasa Shimomura <[norimasa.shimomura@undp.org](mailto:norimasa.shimomura@undp.org)>

**Sent:** Thursday, April 7, 2022 7:30 AM

**To:** Kanni Wignaraja <[kanni.wignaraja@undp.org](mailto:kanni.wignaraja@undp.org)>

**Cc:** Christophe Bahuët <[christophe.bahuët@undp.org](mailto:christophe.bahuët@undp.org)>; Ram Iyer <[ramakrishnan.iyer@undp.org](mailto:ramakrishnan.iyer@undp.org)>; Ruchi Mohanty <[ruchi.mohanty@undp.org](mailto:ruchi.mohanty@undp.org)>; Claire Van der Vaeren <[claire.van.der.vaeren@undp.org](mailto:claire.van.der.vaeren@undp.org)>; Besian Xhezo <[besian.xhezo@undp.org](mailto:besian.xhezo@undp.org)>; Jakob Schemel <[jakob.schemel@undp.org](mailto:jakob.schemel@undp.org)>; Marina Ten <[marina.ten@undp.org](mailto:marina.ten@undp.org)>; Marta Vallejo <[marta.vallejo@undp.org](mailto:marta.vallejo@undp.org)>; Nika Saeedi <[nika.saeedi@undp.org](mailto:nika.saeedi@undp.org)>; Vidia <[vidia@undp.org](mailto:vidia@undp.org)>; Agus Soetianto <[agus.soetianto@undp.org](mailto:agus.soetianto@undp.org)>; Siprianus Bate Soro <[siprianus.soro@undp.org](mailto:siprianus.soro@undp.org)>; Dikot Harahap <[dikot.harahap@undp.org](mailto:dikot.harahap@undp.org)>; Ari Yahya Pratama <[ari.pratama@undp.org](mailto:ari.pratama@undp.org)>

**Subject:** Re: (For your Decision) Private Sector Due Diligence Committee recommendations on Croda Foundation / Indonesia CO

Dear Kanni,

In most of our private sector collaboration, indeed, we try to maximize our leverage and turn our partnership opportunities to become forward-looking. We have some good examples of this, as we speak.

On this specific case, I should note that the partnership was driven by convenience (if I may call it that), as our main partner - Governor of West Java - was eager to mobilize oxygen tanks from private sector, and identified UNDP as a conduit of such a service. Given time has lapsed since the initial discussion last summer and Covid situation has calmed down, we hope to deliver on this commitment soon.

Having said this, we do want to make the best out of this partnership opportunity, too. [CRODA is in compliance](#) with Environmental, Social and Governance standard and has acquired certifications such as the "Climate neutral manufacturing" and has achieved "cosmos organic" the highest-level external carbon certification. We noted that they are forward looking and have the ambition to become most sustainable partner & supplier of specialty chemicals globally, and to become Climate, Land & People Positive by 2030. We would therefore be happy to deepen our dialogue with CRODA and explore opportunities for further partnership, including to discuss possibility of how CRODA's improvement in its in-country green chemistry production.

We would certainly be happy to keep you apprised of the development.

Warm regards,

Nori



**From:** Kanni Wignaraja <[kanni.wignaraja@undp.org](mailto:kanni.wignaraja@undp.org)>

**Date:** Monday, 04 April 2022 08.05

**To:** Norimasa Shimomura <[norimasa.shimomura@undp.org](mailto:norimasa.shimomura@undp.org)>, Ramakrishnan Iyer <[ramakrishnan.iyer@undp.org](mailto:ramakrishnan.iyer@undp.org)>, Ruchi Mohanty <[ruchi.mohanty@undp.org](mailto:ruchi.mohanty@undp.org)>

**Cc:** Christophe Bahuët <[christophe.bahuët@undp.org](mailto:christophe.bahuët@undp.org)>, Claire Van der Vaeren <[claire.van.der.vaeren@undp.org](mailto:claire.van.der.vaeren@undp.org)>, Besian Xhezo <[besian.xhezo@undp.org](mailto:besian.xhezo@undp.org)>, Jakob Schemel <[jakob.schemel@undp.org](mailto:jakob.schemel@undp.org)>, Marina Ten <[marina.ten@undp.org](mailto:marina.ten@undp.org)>, Marta Vallejo <[marta.vallejo@undp.org](mailto:marta.vallejo@undp.org)>

**Subject:** FW: (For your Decision) Private Sector Due Diligence Committee recommendations on Croda Foundation / Indonesia CO

Dear Nori, Ram, Ruchi,

I have reviewed and noted the history of the company that the Fdn emanates from as well as its current profile and our risk mitigation measures. A larger question I had was on how much we are engaged on using such engagements to also change the fundamental nature of chemicals production, to one that is less hazardous to people and nature? This access and collaboration cannot be only about Ox tanks...even if that may be the short term intent.

Before taking final decision, would appreciate any final points from your end that you feel I should know before I do.

Best,  
Kanni



**Kanni Wignaraja**  
Assistant Secretary General  
Assistant Administrator & Regional Director  
Regional Bureau for Asia and the Pacific  
UNDP, 1 UN Plaza, New York, NY 10017  
[kanni.wignaraja@undp.org](mailto:kanni.wignaraja@undp.org)  
Tel: +1 (212) 906 – 5800  
Twitter: @kanniwignaraja



[www.undp.org](http://www.undp.org)

**From:** Haoliang Xu <[haoliang.xu@undp.org](mailto:haoliang.xu@undp.org)>

**Sent:** Friday, April 1, 2022 10:14 AM

**To:** Kanni Wignaraja <[kanni.wignaraja@undp.org](mailto:kanni.wignaraja@undp.org)>

**Cc:** Faiza Effendi <[faiza.effendi@undp.org](mailto:faiza.effendi@undp.org)>; Norimasa Shimomura <[norimasa.shimomura@undp.org](mailto:norimasa.shimomura@undp.org)>; Agus Soetianto <[agus.soetianto@undp.org](mailto:agus.soetianto@undp.org)>; Ari Yahya Pratama <[ari.pratama@undp.org](mailto:ari.pratama@undp.org)>; Vidia <[vidia@undp.org](mailto:vidia@undp.org)>; Teuku Rahmatsyah <[teuku.rahmatsyah@undp.org](mailto:teuku.rahmatsyah@undp.org)>; Marta Vallejo <[marta.vallejo@undp.org](mailto:marta.vallejo@undp.org)>; Ruchi Mohanty <[ruchi.mohanty@undp.org](mailto:ruchi.mohanty@undp.org)>; Dionysia Rigatou <[dionysia.rigatou@undp.org](mailto:dionysia.rigatou@undp.org)>; Aurelie Boukobza <[aurelie.boukobza@undp.org](mailto:aurelie.boukobza@undp.org)>; Umberto Labate <[umberto.labate@undp.org](mailto:umberto.labate@undp.org)>; Celine Varin <[celine.varin@undp.org](mailto:celine.varin@undp.org)>; Amanda Bergstrom <[amanda.bergstrom@undp.org](mailto:amanda.bergstrom@undp.org)>; Allan Gayanelo <[allan.gayanelo@undp.org](mailto:allan.gayanelo@undp.org)>

**Subject:** (For your Decision) Private Sector Due Diligence Committee recommendations on Croda Foundation / Indonesia CO

Dear Kanni,

I trust this message finds you well.


The Private Sector Due Diligence Inter-Bureau Committee convened on March 2<sup>nd</sup> to review a proposed partnership with **Croda Foundation**, submitted by **Indonesia CO**. In accordance with UNDP's [Policy on Due Diligence](#), the final decision to approve, decline or escalate the decision for the partnership is made by the Director of the Bureau where the partnership will take place, in consultation with the BPPS Director.

The **Indonesia CO** submission relates to proposed partnership where Croda Foundation and UNDP will jointly support the West Java provincial government in the **provision of 525 oxygen tanks for the covid-19 pandemic**. The committee reviewed the documentation, deliberated and issued the below recommendations, as reflected in the minutes:

Considering the proposed partnership's nature as a financing agreement for the procurement of medical oxy and the low-risk exposure of Croda Foundation, the committee **recommends** the pursuit of the engagement v and **suggests** that the initiating units:


1. Works with the Effectiveness Group to reflect the standard risk mitigation points proposed in similar p; reviewed by the PSDD committee
2. Considers minimal media visibility by avoiding co-branding and joint press releases

I have reviewed the documentation from the Committee and agree with the recommendation. As the final approval of this partnership lies with RBAP in consultation with BPPS Director, we share the recommendation for your review and response with your final decision to colleagues in copy.

The full summary of the recommendations is presented in the attached e-review minutes. For further background on the case, the completed Risk Assessment Tools and all other submitted materials can be accessed in  [OneDrive](#).

For any questions or comments on the due diligence process, please do not hesitate to get in touch with Faiza Effendi who chairs the Committee.

Regards,  
Haoliang



Croda Foundation / Bates Wells comments – 1 June 2022

Annex 1. Project Document

Concept Note Proposal – as provided to the Donor in September 2021

HEART Project for Provision of Oxygen Cylinders for Covid-19 Response

I. Project Title and brief description

Health Governance Initiative (HEART)

Working with government counterparts, private sector and civil society organisations, UNDP Indonesia's Health Governance programme will leverage UNPD's global expertise in governance for health and implementation support for large health initiatives. The programme will develop innovative solutions and capacities through technical assistance, south-south cooperation, and partnerships for improved and sustained health outcomes for all. The Health Governance Programme will have two outputs: (i) By 2022, strengthened national policy and institutional environment that is governing access and delivery of needed health technologies and affordable medicines through evidence based and multisector collaborations. (ii) By 2022, the performance of national programmes is improved and positively impacts the coverage and the sustainability of services delivery, and the health system better integrates environmental concerns in climate change adaptation and waste management practices to mitigate or limit its impact on environment(s).

The success of achieving these outputs, however, was disrupted during the Covid-19 pandemic. Therefore, the project has been deeply involved in COVID-19 response in Indonesia since March 2020. Key capacity support by UNDP includes strengthening the health system, stakeholder coordination, socio-economic support, and improving big data management. Considering the ongoing COVID-19 pandemic in 2021, HEART Project will continue to implement COVID-19 response projects that focus on digitizing health systems and supporting the delivery of effective healthcare. This initiative leverages UNDP's expertise in collaboration platforms, medical equipment procurement services, supply chain management systems and medical waste management.

The above-mentioned supports will be delivered as part of the wider response of the United Nations development system in Indonesia under the leadership of UN Resident Coordinator system and will include joint initiatives with other UN agencies. UNDP will also work in close cooperation with the Government of



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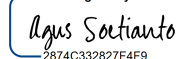
Agus Soetianto

agus.soetianto@undp.org

HEART Programme Manager

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dikot harahap

dikot.harahap@undp.org

Security Level: Email, Account Authentication  
(None)

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Signature Adoption: Pre-selected Style

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Sent: 6/23/2022 1:57:12 AM

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Martin Stephanus Kurnia

martin.kurnia@undp.org

Head of Procurement

UNDP Indonesia

Security Level: Email, Account Authentication  
(None)

Signature Adoption: Drawn on Device

Signed by link sent to martin.kurnia@undp.org

Using IP Address: 183.91.86.162




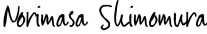
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Linda Hartono linda.hartono@undp.org Finance Analyst UNDP Headquarters Security Level: Email, Account Authentication (None)	<div> DocuSigned by:    8D8E1F50DD77418... </div> Signature Adoption: Pre-selected Style Signed by link sent to linda.hartono@undp.org Using IP Address: 139.193.121.144	Sent: 6/23/2022 2:01:39 AM Viewed: 6/23/2022 2:45:13 AM Signed: 6/23/2022 2:50:23 AM
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Siprianus Bate Soro siprianus.soro@undp.org Head of DGPRU, UNDP UNDP Headquarters Security Level: Email, Account Authentication (None)	<div> DocuSigned by:    C118006BAE98438... </div> Signature Adoption: Pre-selected Style Signed by link sent to siprianus.soro@undp.org Using IP Address: 103.109.152.18	Sent: 6/23/2022 2:50:24 AM Viewed: 6/24/2022 1:29:07 AM Signed: 6/24/2022 1:29:13 AM
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Nika Saeedi nika.saeedi@undp.org Team Leader, PVE UNDP Headquarters Security Level: Email, Account Authentication (None)	<div> DocuSigned by:    3AFB8E4677844C4... </div> Signature Adoption: Pre-selected Style Signed by link sent to nika.saeedi@undp.org Using IP Address: 123.253.233.154	Sent: 6/24/2022 2:25:38 AM Viewed: 6/24/2022 2:31:42 AM Signed: 6/24/2022 2:31:49 AM
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Norimasa Shimomura norimasa.shimomura@undp.org UNDP Resident Representative United Nations Development Program - Global Security Level: Email, Account Authentication (None)	<div> DocuSigned by:    4B63DD0498CD41A... </div> Signature Adoption: Pre-selected Style Signed by link sent to norimasa.shimomura@undp.org Using IP Address: 182.253.250.48	Sent: 6/24/2022 2:31:52 AM Viewed: 6/24/2022 8:35:02 PM Signed: 6/24/2022 8:35:26 PM
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
Pramudita Lestari pramudita.lestari@undp.org UNDP Headquarters Security Level: Email, Account Authentication (None)	<div>VIEWED</div> Using IP Address: 103.109.152.18	Sent: 6/24/2022 1:29:16 AM Viewed: 6/24/2022 2:25:38 AM
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/23/2022 1:36:25 AM
Certified Delivered	Security Checked	6/24/2022 8:35:02 PM
Signing Complete	Security Checked	6/24/2022 8:35:26 PM
Completed	Security Checked	6/24/2022 8:35:26 PM

Payment Events	Status	Timestamps
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