COMPLEMENTARY DOCUMENTS TO THE
GLOBAL FORUM ON LAW, JUSTICE AND DEVELOPMENT
(GFLJD) CHARTER¹

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¹The Complementary Documents are not part of the Charter, but documents addressing specific topics and subject to change and
   constant refinement
A. Identifying and Managing Conflict of Interest – (07/25/12)

1. Introduction
Working in partnership to create synergies has become a core principle and practice at all levels of development work. However, work done collectively may lead to ambiguities and may create potential, actual or apparent conflicts of interest (“CoI”). Managing CoI has become an especially important issue in development work, largely due to the increase of public/private partnerships, which cause an intermingling of the two sectors, thus leading to an increase in ambiguous “grey zones”. CoI, which can have severe economic and reputational costs, ought to be addressed at the initial planning stage of the partnership. Given the complex structure, scope, and diversity of the GFLJD’s partner institutions (“Partners”), CoI are of particular concern for the GFLJD.

CoI among Partners ought to be identified upfront. In instances where unforeseen situations arise, the GFLJD will address CoI according to principles outlined herein.

2. Working Definition
CoI may occur when one or more competing interest renders, or appears to render, it impossible for an actor to faithfully and objectively perform its duties to one person or organization, either due to that actor’s personal interest, or due to that actor’s obligations to another person or organization with competing interests. The compromising interest or bias may be financial, personal, familial, or institutional. It is important to note that CoI are not impermissible per se, but they must be clearly identified and, if deemed acceptable, managed.

3. Rationale
This note is intended to help Partners identify and manage CoI risks which may arise within the GFLJD. The aim is not to eradicate all potential CoI but rather to identify and to manage them. Compliance with Bank-wide policies and procedures is a first line of defense and helps to guard the Bank as an institution as well as Bank vendors, staff (including secondees), and consulting firms.

4. Conflict of Interest at Partners’ Level
The GFLJD focuses on two broad groups of Partners: Financial Partners and Intellectual Partners.

4.1 Conflict of Interest for Financial Partners
Each organization that is a Financial Partner has a Representative on the GFLJD Steering Committee. The Steering Committee, which is the principal governing body for the GFLJD, has multifarious roles, including setting principles and strategies, deciding on the allocation of funds to the various Thematic Working Groups (TWG), adopting and amending the Governance Charter, reviewing the use of funds, guiding the Secretariat, and reviewing and approving the GFLJD’s annual objectives. CoI may arise both, at the inception and implementation stages of the partnership, where a representative’s duties to the GFLJD and his/her duties to the represented Partner are at odds: for instance, a CoI exists for the Representative where the represented financial Partner has an interest in being engaged to perform work controlled by a TWG. Doing business standards should be objective, and being a Financial Partner should
4.2 Conflict of Interest for Intellectual Partners
Similar CoI may exist for Intellectual Partners as for Financial Partners. Each TWG shall have two Representatives of Intellectual Partners on the Steering Committee. CoI may arise where an Intellectual Partner participates in a decision allocating funds to projects in consideration or in anticipation of future project work directly related to the interest of the intellectual partner of the TWG.

4.3 Management Strategies
Strategies for identifying and managing CoI at the partner level should take the following into consideration:

4.3.1 Disclosure
Any material information on CoI issues possibly affecting the functioning of the GFLJD, as well as any information about Partners’ interests must be disclosed from the outset. Such conflicting interests should be promptly referred to the Conflict-of-Interest Sub-Committee.

4.3.2 Clarify Roles and Procedures
The roles of both, Partners and of the partnership, as well as any procedures to be used, ought to be clearly expressed in the concept note, in the Governance Charter, and/or in complementary documents.

4.3.3 Decision-Making Based on Objective Criteria
Decision-making criteria for the Steering Committee is indicated in the Governance Charter of the GFLJD.

4.3.4 Recusal
Where a CoI arises, Partners shall recuse themselves from relevant decisions. Similarly, TWG Representatives shall not participate in voting decisions related to the allocations of funds to the respective TWGs.

4.3.5 Third-Party Analysis
If the efforts of the Sub-Committee do not lead to any resolution, the Steering Committee may decide to ask for an opinion from an independent third-party before determining which course of action to take.

4.3.6 Avoidance
The strategy of last resort for handling CoI, avoidance should be used only when necessary to eliminate an unacceptable level of risk to the GFLJD.

5. Conflict of Interest at the Level of Bank Staff
The Bank plays multiple roles in the GFLJD: Partner, host of the Secretariat, and trustee, to name but a few. Although the wearing of multiple “hats”, so to speak, does not always represent an unacceptable CoI, it can be expected that the Bank staff carrying out these various roles will likely generate actual or apparent CoI where the interests of an individual staff member conflict with institutional interests. It should be noted that the Bank has its own processes for managing its CoI.

6. Mitigating Strategies for Conflict of Interest at Partner’s Level
Guidelines on how to manage CoI are scattered across a number of Bank sources. Among the
strategies to be used to address the CoI at the level of Bank Staff, are the following:

6.1 The Bank’s roles in the GFLJD should be transparent and clearly defined; these roles include:

a. Intellectual Partner;
b. Chair of the Steering Committee;
c. Host of the Secretariat;
d. Trustee for the Multi-Donor Trust Fund (including the limited trustee function when funds are “transferred out”);
e. Supervisory role in recipient-executed trust fund;
f. Beneficiary role for the Bank-executed trust fund;
g. Financial intermediary;
h. Purveyor of advisory services.

In each of these roles a distinction should be made between the Bank’s managerial, overseeing, and advisory functions; doing as much will allow the Bank both to better manage the expectations of its Partners as to respective Bank responsibilities, and to assure the successful and orderly completion of tasks.

6.2 Financial and other interests of Bank staff, especially of those staff wielding decision-making power over approval and disbursement of partnership resources, and over procurement, should be disclosed.

6.3 Bank staff involved in CoI situations should be disclosed.

6.4 Bank staff and secondees should recuse themselves from partnership decisions where CoI would arise.

6.5 Individuals seconded to the Bank shall be subject to the Bank’s Principles of Staff Employment, Staff Rules, Code of Professional Ethics, and the Conflict of Interest Guidelines indicated in the attached (Annex 1. Conflict of Interest Guidelines) for the duration of their appointment.

6.6 Individuals representing the Bank in the GFLJD do so in their institutional capacity and therefore are always responsible to the Bank. This Bank practice is particularly important in joint secretariats, to avoid problems arising from “dual loyalties”. If in doubt, it is strongly recommended that Bank staff seek advice or guidance from the Bank’s Office of Ethics and Business Conduct.

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2 Staff Rule 3.01, para. 5.01 and Rule 3.03 para. 3.
3 Staff Rule 3.03, para. 2 & 3.
7. Handling of Conflict of Interest

Any situation that may generate an actual or apparent CoI must be disclosed by the relevant Partner or individual to the Conflict-of-Interest Sub-Committee immediately. After disclosure of all material facts, and after any discussion with an interested Partner or person, the Conflict of Interest Sub-Committee shall evaluate the situation on a case-by-case basis in light of the principles indicated in this Note. Depending on the nature of the CoI, the Steering Committee shall decide on the necessary management strategy. The Sub-Committee may bring any need for revision or update of CoI handling methods to the attention to Steering Committee.
Annex 1

Conflict of Interest Guidelines

This Annex describes the World Bank’s rules and guidelines governing conflict of interest (CoI) issues and notes specific guidelines, which will be applied in the case of secondment.

Relevant World Bank Rules and Guidelines

An individual seconded to the World Bank through the Global Secondment Program is subject to the World Bank’s Principles of Staff Employment, Staff Rules, and the Code of Professional Ethics for the duration of his/her appointment. The Staff Rules include provisions regarding CoI. A key provision stipulates that a staff member or former staff member who is in possession of non-public information obtained in the course of the World Bank Group employment, shall not use such information in furtherance of that person’s private interest, or in the furtherance of a private interest of any other person or entity [Staff Rule 3.01, para. 5.01]. This obligation continues after a Secondment staff member’s separation from the service of the World Bank Group.

Further, staff members employed by the World Bank as part of a secondment are subject to the following guidelines:

- Secondment staff should be especially attentive to the policies and rules adopted by the World Bank Group relating to situations of CoI, whether actual or apparent, and to the obligation to serve with probity and integrity.
- Secondment staff have a special responsibility to avoid situations and activities that might reflect adversely on the Bank Group or that might compromise the World Bank Group operations or interests.
- Secondment staff should be particularly careful with respect to the disclosure of confidential World Bank Group information. They should not use confidential information related to the business of the World Bank Group or acquired in the course of employment with the World Bank Group to serve the interests, or for the benefit of their host employer.
- Secondment staff should not use their association or employment with the World Bank Group to gain special favours or benefits for their host employer.
- Secondment staff should not attempt to influence the World Bank Group officials on behalf of their host employer.
- Secondment staff should not participate in any transaction of the World Bank Group that involves a project or entity in which their host employer was, is, or intends to be involved.
- Secondment staff should not participate in business solicitation activities from entities to which the World Bank Group has provided, or is considering to provide financing.

Before assigning any activity to a secondee, the Bank will review whether the activity poses any CoI issues that would make the secondee’s participation in the activity inappropriate. The Bank expects secondees, to the extent reasonably practicable, to disclose to the Bank any interests of their host employer within their actual knowledge, which may entail a conflict of interest with their activities on behalf of the Bank. The Bank will also make sure that secondees do not have access to any non-public information, which in the Bank’s view would be impossible for them to maintain confidential when returning to their host employer.
Without prejudice to the Guidelines enumerated above, the following principles will guide a Secondment staff member’s work at the Bank:

1. A secondee cannot work on the design or implementation of any program or project where his/her host employer may have an interest in investing, either in the project directly or in potential downstream contracts, if such work in the Bank’s view could provide, or be perceived to provide, a preferential treatment or benefit to the host employer, including an opportunity to inappropriately influence the design or implementation of the program or project.

2. The Bank and the secondee will use all reasonable efforts to ensure that the secondee is not put in a position where he/she could influence the design or implementation of a program or project to serve the interests of his/her host employer.

3. In addition, the Bank and the secondee will use all reasonable efforts to ensure that the secondee is not put in a position where he/she would be expected to divulge to other Bank staff any information that is deemed to be confidential or company sensitive to the host employer.

4. If a secondee is working on an assignment involving a competitor to the host employer, the Bank will disclose to the competitor from where the secondee is seconded and that as a secondee, he/she is representing the interests of the Bank, not the host employer, and that the secondee is subject to the guidelines in this Note. If the competitor is not satisfied with arrangements regarding CoI, and these concerns are deemed legitimate by the Bank, the Bank will remove the secondee from working on the assignment.

5. When a secondee returns to his/her host employer, the company will use its best efforts to post him/her in a position that makes it possible for him/her not to disclose confidential information gleaned from his/her assignments at the Bank.

6. All materials – written, graphic, film, magnetic tape, or otherwise – produced or acquired by a secondee during his/her tenure as a staff member of the World Bank shall remain the property of the World Bank. The World Bank, furthermore, retains the exclusive right to publish or disseminate reports arising from such materials. The rights and duties provided for in this Annex shall continue, notwithstanding the termination of this Agreement or the execution of its provisions.
B. Note on Language – (08/10/15)

1. Issue

Due to the global dimension of the GFLJD, making knowledge broadly accessible in as many different languages as possible is a central challenge. The global reality of the GFLJD affects both, knowledge inflow and outflow. Ideally GFLJD Partners and users should be able to access knowledge collected and co-generated via GFLJD in their own languages.

2. Rationale

The GFLJD consists of a structured partnership composed of a broad array of international development Partners (“Partners”).

Although English is one of the most widely spoken languages in the international community, improving multilingual content would enable the GFLJD to “scale-up”, both in terms of content contribution and dissemination.

In order to maximize the quality and the effectiveness of the knowledge shared via the GFLJD we are looking at solutions to avoid language discriminations without incurring the costs that an ideal multilingual approach would involve.

Knowledge management can be structured in three phases: collection, co-generation and dissemination. The collection of codified knowledge in original languages does not present any language problem. The co-generation of new knowledge through the GFLJD TWGs is governed by the decision of the intellectual Partners involved that are free to decide the working language and the language of each product/activity. The real challenge is therefore “limited” to knowledge dissemination.

The final choice of target languages for dissemination may vary according to both, the nature of the information and the target audience, as well as on the availability of human and financial resources. It is economically unsustainable to expect that the GFLJD will provide all knowledge in all languages; therefore, Partners are called upon to find a suitable realistic solution.

3. Proposed Solution

The SC in its meeting on February 12, 2015 agreed that certain key TWG documents should be drafted in English, namely the Work Program template, internal working documents and, preferably, final deliverables. However, activities of TWGs and of CoPs may be conducted in other languages as approved by co-leaders.

In that respect, the GFLJD Secretariat will organize an online consultation with all the Partners, with the following options offered as a starting point:

3.1 Each TWG, in the elaboration of its work program, will determine the language(s) of the product/activity, based on the primary and secondary target audiences. This solution is sustainable if at least one of the Partners of the TWG will provide an unofficial translation as in-kind contribution. This approach is limited insofar as each activity/product can be realistically translated into only so many languages;

3.2 Intellectual Partners, no matter of the TWG of interest, will commit to translate a number of products/activities produced by the GFLJD into their respective languages (universities, for
example, would be well-suited for this commitment). This approach is limited by the number of Partners and products that can be translated;

3.3 The use of language translation software is an economically affordable solution, and language translation software also could be integrated into the ICT Platform. Indeed, some software is freely available, such as Google Translate, whereas others are not, for instance Babylon 9, Power Translator Premium 14, WhiteSmoke 2011, Promt Personal 9 Multilingual. However, the issue of quality is very important, especially in the field of law where the use of legal terminology is crucial. Thus, the pros and cons of each type of software must be compared with the degree of language-sensitivity required:

3.3.1 **Google Translate** - A free translation service that provides instant translations between 64 different languages, Google Translate can translate words, sentences and web pages between any combinations of those 64 languages;

3.3.2 **Bing Translator** - A user facing translation portal provided by Microsoft as part of its Bing services, Bing allows for the translation of selected text or of entire web pages into 39 different languages. Since May 2012 Bing Translator integrates **Babel Fish**, the venerable Yahoo free online translator;

3.3.3 **Babylon 9** - Well-known software that offers 33 languages for full-text translation, Babylon 9 unfortunately suffers from not having a user guide available. Note the varying degree of cost;

3.3.4 **Power Translator Premium 14** - This software purports to have an accuracy rate of 90 percent; however, only seven languages are available. Note the varying degree of cost;

3.3.5 **WhiteSmoke 2011** - While this software purports to have an accuracy rate of 95 percent, it lacks a text-to-speech feature. Note the varying degree of cost;

3.3.6 **Prompt Personal 9 Multilingual** - Although this software offers exceptional dictionary features, it lacks an integrated spell-checker. Note the varying degree of cost.

The general limit on the use of software is in its low-quality of the output; that much said, the output provided can at least give a generic meaning of the original text, which in certain contexts may be all that is needed.

Partners, and especially those who raised the language concern, are welcome to suggest what translation software they would like to see integrated into the ICT Platform. Advice from international organizations, agencies and think-tanks will be crucial as so many of these entities have experience dealing with the language issue.
C. Work Program and Result Framework Template - (5/14/15)

Thematic Working Group Work (TWG)

Program on

“Name of the TWG”

Month, Year

TITLE OF THE PROPOSED ACTIVITY

TO THE CO-LEADER/S
General Information

- **TWG Co-leaders:**
  Name of Partner Institution: 
  Contact: 
  
  Name of Partner Institution: 
  Contact: 
  
  Name of Partner Institution: 
  Contact: 

- **Leading Partners for the present proposal:**
  Name of Partner Institution: 
  Contact: 
  
  Name of Partner Institution: 
  Contact: 

- **TWG Members participating:**
  Name of Partner Institution: 
  Contact: 
  
  Name of Partner Institution: 
  Contact: 
  
  Name of Partner Institution: 
  Contact: 
  
  Name of Partner Institution: 
  Contact: 

- **Other Organizations participating (non GFLJD Members)**
  Name of Partner Institution: 
  Contact: 
  
  Name of Partner Institution: 
  Contact: 

- **Program Implementation Period:**
  Start Date: Month, Year    End Date: Month, Year

- **Total Program Cost:**
  US$

- **Partners’ in-kind contribution (estimated value):**
  US$
- **Requested Financing:**
  US$

- **Executive Summary:**

I. **Introduction and Context**
   A. Context (global, regional, national)
   B. Sectoral Context
   C. Institutional Context

II. **Proposed PDO/Expected Outcome**
   A. Proposed Development Objective(s)
   B. Intermediate Results

III. **Program Details**
   A. Concept
      1. Description
      2. Key Risks/Issues and Mitigation measures
   B. Implementing Agency and Capacity Assessment (for Recipient Executed only)
   C. Project Stakeholder Assessment
   D. Financial Details/Eligible expenses
   E. Sustainability and Impact

---

4 To be developed for each product/activity line

5 To be developed for each product/activity line
IV. Results Framework

<table>
<thead>
<tr>
<th>Title: Executive Summary:</th>
<th>Leading Partners:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposed Goal/ Objective</td>
<td></td>
</tr>
<tr>
<td>Audience / Beneficiaries</td>
<td></td>
</tr>
<tr>
<td>Expected Outcomes</td>
<td></td>
</tr>
<tr>
<td>Required Results/indicators</td>
<td></td>
</tr>
<tr>
<td>Baseline</td>
<td></td>
</tr>
<tr>
<td>Activities or Outputs</td>
<td></td>
</tr>
<tr>
<td>Data Source</td>
<td></td>
</tr>
<tr>
<td>Responsibility</td>
<td></td>
</tr>
<tr>
<td>Reporting Arrangements</td>
<td></td>
</tr>
<tr>
<td>Monitoring and Evaluation</td>
<td></td>
</tr>
<tr>
<td>Peer Reviewers</td>
<td></td>
</tr>
<tr>
<td>Budget $ .000</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Self</th>
<th>Targeted Clients</th>
<th>Online</th>
<th>Independent Evaluation</th>
<th>At Design or completion</th>
</tr>
</thead>
</table>

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|                   |                   |        |                        |                        |

|                   |                   |        |                        |                        |

|                   |                   |        |                        |                        |
### Proposed Development Objective(s)

Describes long term improvement in development outcomes (e.g. income, health status, educational attainment, consumption, welfare) and the link to the Sustainable Development Goals (with specific reference to target) (see Strategy Statement) and the World Bank goals to eradicate poverty and increase shared prosperity.

- Relevant to the country (concrete articulation of the aspirations of all stakeholders)
- Achievable from the current situation by yyyy
- Measurable

Focus the development objective(s)

In drafting the development objective(s) consider answers to the following questions:

- Who are the major state and non-state stakeholders relevant to this vision goal?
- What does this vision goal mean to this stakeholder?
- How would this stakeholder measure progress of this goal?
- What role does this stakeholder play in advancing this vision goal?

Using the perspectives of the main stakeholders, update and finalize the development objective(s)

### Audience/Beneficiaries

Specify the target primary and secondary audience of the knowledge product/activity.

### Expected Outcomes

Quantification of expected absolute or relative outcomes.

### Intermediate Results

Quantification of intermediate results (what are the targets for yyyy, yyyy+1, yyyy+2, ...)

### Baseline

Baseline assessment/data (when applicable) Determine baseline and indicators to be compared with the expected outcomes (What is the baseline. What are the indicators and units of measure you will use to monitor progress of the expected results)

### Activities or Outputs

Specify the knowledge products/activities functional to move from baseline to intermediate results and expected outcomes (e.g. Study, comparative analysis, training, legal databases, etc.)

### Data source

Source/s of data to be used for baseline, target, evaluation and reporting.

### Responsibility

Intellectual partner/s responsible for each of the knowledge product/activity. Indicate responsible partners for sub-components (if applicable)

### Reporting Arrangement

Periodicity of reporting (e.g. quarterly, semi-annual, annual)

### Monitoring and Evaluation

Indicate mix of evaluation modalities that best suits the product/activity. All products are expected to have at least the self-evaluation and the evaluation from primary target audience. Products that are posted on-line will also be subject to on-line users’ evaluation. Independent evaluation should be planned only for major knowledge products/activities unless provided as in-kind contribution.

After informal identification please indicate cluster of diversified GFLJD intellectual partners (I.O., Academia, Civil Society organizations, private Sector, Judiciary) that tentatively agreed to provide independent evaluation.

### Peer Reviewers

Peer reviewers please indicate 2-3 peer reviewers possibly among GFLJD partners.

### Budget $ .000

Please provide the estimated total cost, the estimated value of in-kind contribution from intellectual partners and the requested financing. The request for funding should consider external costs required for the production and delivery of products/activities e.g. consultants, editors, printing, logistics for knowledge events, etc. (GFLJD’s staff time costs are NOT eligible expenses since these are considered part of the in-kind contribution).
Annex 2: Inventory template

<table>
<thead>
<tr>
<th>NAME OF TWG / CoP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inventory of Partner’s Key Knowledge Product and Pipeline Projects/Programs</td>
</tr>
</tbody>
</table>

### GENERAL INFORMATION

<table>
<thead>
<tr>
<th>Organization:</th>
<th>Website:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Person:</td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td></td>
</tr>
<tr>
<td>Tel:</td>
<td></td>
</tr>
<tr>
<td>Area(s) of Interest: (for the TWG or CoP)</td>
<td></td>
</tr>
<tr>
<td>Interest in Coleading:</td>
<td></td>
</tr>
</tbody>
</table>

### PROPOSED TOPICS/SUBTOPICS FOR THE TWG

<table>
<thead>
<tr>
<th>Topics/subtopics of interest or core business for your organization wishes to be considered for the TWG</th>
<th>Interest in coleading</th>
</tr>
</thead>
</table>

### PROPOSED PRODUCTS FOR THE TWG WORK PROGRAM

<table>
<thead>
<tr>
<th>3-5 key deliverables you would like to suggest for the work program of the TWG</th>
<th>Type of Product</th>
</tr>
</thead>
</table>

### SELECTED EXISTING KNOWLEDGE PRODUCTS

<table>
<thead>
<tr>
<th>Title</th>
<th>Type of Product</th>
</tr>
</thead>
</table>

### KNOWLEDGE PRODUCTS/ACTIVITIES IN PIPELINE

<table>
<thead>
<tr>
<th>Title</th>
<th>Type of Product</th>
</tr>
</thead>
</table>

### KNOWLEDGE PRODUCTS FROM OTHER ORGANIZATIONS YOU WANT TO RECOMMEND TO THE TWG

<table>
<thead>
<tr>
<th>Title</th>
<th>Type of Product</th>
</tr>
</thead>
</table>

### PROPOSED POTENTIAL PARTNERS TO BE INVITED TO JOIN THE TWG

<table>
<thead>
<tr>
<th>Organization</th>
<th>Name of Contact</th>
<th>Email</th>
<th>Telephone Number</th>
</tr>
</thead>
</table>
D. Evaluation Function – (06/06/12)

1. **Issue**
   Systematically monitoring and evaluating quality and impact of GFLJD knowledge products.

2. **Rationale**
   Result orientation is a fundamental principle of the GFLJD overall knowledge production. In order to determine the developmental impact of the knowledge products, projects or programs co-generated by the Partners, the GFLJD is looking at establishing a Monitoring \(^1\) and Evaluation \(^2\) mechanism that is efficient, cost-effective and sustainable.

3. **Proposed Solution**
   The GFLJD envisages four different approaches to measure the quality and impact of knowledge products delivered by the Thematic Working Groups: Self-assessment, client feedback, online feedback and independent evaluation. Since each knowledge product/deliverable will have appropriate approach, for each product/deliverable the work program will indicate the mix of methodologies and relative cost.

   The rationale for using such a combination is to balance the different biases of each methodology.

3.1 **Self-assessment** - in order to assess the activities, the TWG will include in the work program: a) clear objective/s; b) client(s) identification; c) Intermediate outcomes; and d) performance indicators. Whenever possible and economically sustainable, before the knowledge product is delivered, it is strongly suggested to proceed with a baseline assessment. At completion the TWG will rate progress towards objective and intermediate outcomes, using the performance indicators.

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\(^1\) Monitoring assesses progress in implementation of ongoing products, projects or programs. It involves tracking progress over time during the whole process, through a continuous data collection and analysis, in order to assess a product, project or program.

\(^2\) Evaluation is a systematic and objective measurement of the results achieved by a product, project or program, in order to assess its relevance, its coherence, the efficiency of its implementation, its effectiveness and its impact, as well as the sustainability.
3.2 **Client feedback** - the target beneficiary/ies of the product will be requested by a different body than the TWG to provide confidential feedback via a standard survey (on paper or electronic support).

3.3 **On-line evaluation** - web users will be also asked to assess the product. A short pop-up mini survey will ask the constituency of the user (general public, academician, specialist, etc.) and the rating of the product. Such assessment will only be indicative for the usability of the product and for possible further adaptation of content for multiple audiences.

3.4 **Independent Evaluation** - Only for a selected number of products we also suggest an independent evaluation. Such function could be provided as in-kind contribution by some of the GFLJD intellectual Partners. These Partners should represent the diverse composition of the Global Forum (academia, civil society organizations, governments, international organizations, judiciaries, private sector, think-tanks) to provide different perspectives and cannot participate in the knowledge co-generation and sharing process of the specific product they evaluate.

For some knowledge products, projects or programs the evaluation should be repeated after a longer period of time to be proposed in the work program.
E. Authorship and Copyright - (11/20/14)

1. Issue
The intrinsic nature of the GFLJD, as a global knowledge sharing partnership and the structure of Thematic Working Groups entail that most of the knowledge products of the GFLJD are either provided as intellectual contributions, or co-generated by intellectual Partners. The issue of authorship and copyright is thus very important and needs to be addressed.

2. Rationale
The knowledge products shared, and co-generated in the framework of the GFLJD are intended to be a public good, made available to the public under an open access regime, in order to be accessible and free of charge to all, to maximize its impact on development. Such open access, however, is not a waiver of copyright that is reserved by the Partner in accordance with their existing policies. (See Annex 1. Sample Copyright Notice)

It is necessary to identify the authorship of such knowledge products in order to acknowledge the contribution of individuals, identify their respective Partner affiliation, to avoid infringement, plagiarism by third parties, and for accountability.

3. Proposed Solution

3.1 For existing knowledge products provided by Partners as in-kind contributions to the GFLJD (e.g. studies, publications, training materials, databases etc.), Partners will retain their copyright in accordance with their existing policies, and will provide a license/permission agreement authorizing the GFLJD to post on the GFLJD knowledge repository site on liberal licensing terms, as all Partners may agree.

3.2 (See Annex 2. Sample Copyright License from Partner to GFLJD);

3.3 For new, knowledge products, co-generated under the GFLJD, authorship shall be credited to the Partner/s as the institutional author/s whose staff made significant intellectual contribution to the conceptualization and design, analysis, and writing of the knowledge product. When one Partner takes the lead, the co-leaders of the Thematic Working Group shall be acknowledged as editors or contributors, as the case may be. Copyright in the work shall be in accordance with the respective Partner’s policies unless the authoring Partner chooses to transfer copyright to the World Bank, which will make the knowledge product available on open access licenses to the public. Each product shall acknowledge the intellectual and financial contributions of all participating Partners not designated as authors.

3.4 The knowledge products shall be made available to the public under an open access regime through the GFLJD knowledge platform on licensing terms such as the Creative Commons: “Attribution Non-commercial” license (CC-BY-NC), which allows third parties to share (to copy, distribute and transmit the work), to remix (to adapt the work), and to make non-commercial use of the work, without explicit permission from the copyright holder, provided that the third party, attributes the work in the manner specified by the licensor (but not in any way that suggests that the licensor endorses the third party or the third party’s use of the work).
Annex 1

Sample Copyright Notice

© 2014 [Name and address of the lead Partner]

This work is a product of the staff of The [Name of the lead Partner] with external contributions from [full list of all intellectual Partners contributing to the specific knowledge product]. The findings, interpretations, and conclusions expressed in this work do not necessarily reflect the views of the [Name of the lead Partner], its [Board of Executive Directors] or [the governments they represent, as applicable to the lead Partner] or the other GFLJD Partners contributing to the work. The [Name of the lead Partner] does not guarantee the accuracy of the data included in this work. The boundaries, colours, denominations, and other information shown on any map in this work do not imply any judgment nominations, and other information shown on any map in this work do not imply any judgment on the part of the [Name of the lead Partner] concerning the legal status of any territory or the endorsement or acceptance of such boundaries.

Nothing herein shall constitute or be considered to be a limitation upon or waiver of the privileges and immunities of the [Name of the lead Partner], all of which are specifically reserved.

Rights and Permission

This work is available under the Creative Commons Attribution 3.0 Unported license (CC BY3.0) http://creativecommons.org/licenses/by/3.0. Under the Creative Commons Attribution license, you are free to copy, distribute, transmit, and adapt this work, including for commercial purposes, under the following conditions:

Attribution—Please cite the work as follows:
License: Creative Commons Attribution CC BY 3.0

Translations—If you create a translation of this work, please add the following disclaimer along with the attribution: This translation was not created by the [Name of the lead Partner] and should not be considered an official [Name of the lead Partner] translation. The [Name of the lead Partner] shall not be liable for any content or error in this translation.

Third Party Content—The [Name of the lead Partner] does not necessarily own each component of the content contained within this work. The [Name of the lead Partner] therefore does not warrant that the use of any third-party-owned individual component or part contained in this work will not infringe on the rights of those third parties. The risk of claims resulting from such infringement rests solely with you. If you wish to re-use a component of this work, it is your responsibility to determine whether permission is needed for that re-use and to obtain permission from the copyright owner.

All queries on rights and licenses should be addressed to the Office of the Publisher, [Name, address and info of the lead Partner].

ISBN (paper):
eISBN (electronic):
DOI:
Annex 2

Sample Copyright License from Partner to GFLJD

[Organization letter-head]

[Date]

Global Forum on Law, Justice and Development Secretariat

c/o Legal Vice-Presidency

The World Bank

Mail Stop MC6-607

1818 H Street, N.W.

Washington, D.C.  20433

United States of America

ATTN.:  GFLJD Secretariat

The [name of the Partner], as an intellectual Partner of the GFLJD is contributing to the GFLJD with the following work:

[List work for which permission for use is being requested]

The above work will be made publicly available primarily in the GFLJD knowledge repository hosted in the GFLJD website, and disseminated in alternative forms (print, e-publishing, Braille printing, audio visuals, etc.) through various media, to maximize the impact of such knowledge on development outcomes.

In order to achieve the expected impact, the [name of the Partner] grants to the GFLJD a worldwide, non-exclusive, royalty free, perpetual license/permission to include the work identified above as a contribution to the GFLJD knowledge repository, to be made available on an Attribution Non-Commercial license.

Full credit will be given to the Partner(s).

If the Partner wishes a special form of citation to be used, it should be provided and added in the space below

GFLJD knowledge products provide mainly legal-related information for economic and social progress in developing countries.

In signing, [name of the Partner] warrants to be the sole owner of the rights granted and that [name of the Partner] material does not infringe upon the copyright or other rights of anyone.

[Name of the Partner]

Approved by:

[Name and title]

[Signature]
F. Access to Information – (12/20/13)

1. Issue
Transparency and accountability are of fundamental importance for the GFLJD to achieve its mission of generating innovative legal solutions to development challenges.

Transparency is essential to building and maintaining public dialogue and increasing public awareness about the role and achievements of law and justice in development. Openness promotes engagement with stakeholders, which, in turn, improves their practice and strengthens development outcomes.

At the same time, GFLJD has an obligation to protect the confidentiality of certain information that may be in its possession concerning its Partners and other parties.

2. Rationale
The GFLJD should adopt guidelines that endeavour to strike an appropriate balance between the need to grant the public maximum access to information in the GFLJD, and the GFLJD’s obligation to respect a duty of confidentiality in some cases.

3. Proposed Solution
We propose a practice system based on 4 principles:

3.1 Maximize access to information. The principle may be that the GFLJD allow access to any information in its possession that is not on a list of exceptions;

3.2 Set out a clear list of exceptions. The GFLJD Steering Committee may establish a list of exceptions considered as confidential. This list may contain: personal information on people involved with the GFLJD, information on corporate or administrative matters concerning the GFLJD Partners, and any other information regarding Partners activities that have no direct link with their contributions to or deliberations with the GFLJD;

3.3 Provide a clear understanding on access to information on the GFLJD website. There may be special provisions in the legal information section of the website dealing with this issue;

3.4 Recognize a possibility to request a communication of information from the GFLJD if it is not public, but in accordance to the guidelines. There may be a focal point, designated to receive requests from Partners or third parties, in order to have access to information on the GFLJD. A body may be established to deal with the request, and give access to the information, if cumulatively: the request is precise enough, the information has not already been published, and the information is not on the list of exceptions endorsed by the Steering Committee.
(Proposed) GFLJD Guidelines on Access to Information

These Guidelines set out the guidance of the Global Forum on Law Justice and Development (GFLJD) on public access to information in its possession as approved by a deliberation of the GFLJD Steering Committee, the ----- of ----- 20I-----.

I. Introduction

1. Transparency and accountability are of fundamental importance to the GFLJD to achieve its mission of generating innovative legal solutions to development challenges. Transparency is essential to building and maintaining public dialogue and increasing public awareness about the role and achievements of law and justice in development. Openness promotes engagement with development stakeholders, which, in turn, improves their practice and strengthens development outcomes.

At the same time, the GFLJD has an obligation to protect the confidentiality of certain information that may be in its possession, regarding its Partners and other parties.

2. The GFLJD has adopted a set of Guidelines that endeavour to strike an appropriate balance between the need to grant the public with a maximum access to the information in the GFLJD’s possession, and the GFLJD’s obligation to respect the confidentiality of its Partners, stakeholders, individuals engaged in its activities, and other parties.

3. These Guidelines are based on four principles:
   - Maximizing access to information.
   - Setting out a clear list of exceptions.
   - Safeguard the deliberative process.
   - Providing clear procedures for making information available.

II. The Guidelines

4. The GFLJD allows access to any information in its possession that is not on a list of exceptions (set out in Part II, Section A, of these Guidelines). Notwithstanding, the broad intent of these Guidelines, the GFLJD reserves the right not to disclose, under exceptional circumstances, information that would normally be disclosed under these Guidelines (Pursuant to Part II, Section B, of these Guidelines).

A. The Exceptions

5. The GFLJD does not provide access to information that has been provided in confidence, as well as information whose disclosure could cause harm to specific parties or interests. Accordingly, the GFLJD does not provide access to documents, that contain or refer to the information listed in paragraphs 6 to 10.

6. Prior Declaration of Confidentiality - In the case that a Partner or any third party corresponding with the GFLJD has given prior notice that the information is submitted to the GFLJD in confidence (i.e., shall not be made public), such a declaration will bind the GFLJD Secretariat not to disclose the related information to the public in general or upon specific request.
7. **Personal Information** - The GFLJD maintains appropriate safeguards to respect: personal privacy, security and safety of individuals involved in its activities, the individuals of its Partners; and protects the confidentiality of their personal information.

8. **Corporate Administrative and Financial Matters** - The GFLJD does not provide access to information relating to the GFLJD’s or any of its Partner’s corporate administrative matters, including, but not limited to, corporate expenses, procurement, real estate, and other activities.

9. **Deliberative Information** - The GFLJD, like any other partnership, needs space to consider and debate, away from public scrutiny. It generally operates by consensus and it needs room to develop that consensus. During the process it seeks, and takes into account, the input of many stakeholders; but it must preserve the integrity of its deliberative processes by facilitating and safeguarding the free and candid exchange of ideas. Therefore, while the GFLJD makes publicly available the decisions, reports, and agreements that result from its deliberative processes, it does not provide access to information (including email, notes, letters, memoranda, draft reports, or other documents) prepared for, or exchanged during the course of, its deliberations with Partners or other entities with which the GFLJD cooperates.

10. **Court Proceedings and Legal Advice** - The GFLJD does not provide access to information subject to attorney-client privilege, as well as to any information whose disclosure would undermine the protection of court proceedings and legal advice.

B. **GFLJD’s Prerogative to Restrict Access**

11. The GFLJD reserves the right not to disclose, under exceptional circumstances, information that it would normally disclose if it determines that such disclosure is likely to cause harm that outweighs the benefits of disclosure. This prerogative may be exercised only by the Access to Information Committee (set up by Part II, Section B, of these Guidelines).

III. **Implementation Aspects of the Guidelines**

12. The GFLJD routinely discloses a wide range of documents, as soon as the documents are finalized after key process milestones, through its Information Communication Technology (ICT) platform, and where Partners agree to share information with the public.

A. **Accessing Information**

13. **Information on Request** - Information that is disclosable under these Guidelines, and is not on the GFLJD’s ICT platform, could be available on request (subject to paragraph 15). Such requests may be submitted in writing to GFLJD’s Secretariat by electronic means, mail or fax. Requests should indicate, with reasonable specificity, the information that is being sought, to enable the GFLJD to locate the information within a reasonable period of time. If a particular document is required, it should be identified precisely, preferably by date and title.

14. **Timelines for Responding to Requests** - GFLJD acknowledges receipt of written requests for information within 5 working days, and endeavours to provide a more comprehensive response within 20 working days. Additional time may be needed in special circumstances, including, for example, those involving complex or voluminous requests, or requests requiring review by or consultation within the GFLJD bodies or with the GFLJD Partners.

15. **Unreasonable and Unsupported Requests** - GFLJD reserves the right to refuse unreasonable or unsupported requests, including multiple requests, blanket requests, and any request
that would require GFLJD to create, develop, or collate information or data that does not already exist or is not available in GFLJD’s possession after a reasonable research. GFLJD normally communicates its decision to refuse an unreasonable or unsupported request within the time period set out in paragraph 14 of these Guidelines.

**B. GFLJD’s Access to Information Committee**

16. To facilitate the implementation of these Guidelines, GFLJD will refer to the GFLJD’s Access to Information Committee (GFLJD’s AI Committee), a sub-committee of the GFLJD Steering Committee. GFLJD’s AI Committee is composed of three representatives of the Partners, all appointed by GFLJD’s Steering Committee.

The GFLJD’s Access to Information Committee:

- Reviews proposals not to disclose information.
- Advises the Steering Committee on the application of the Guidelines.

The AI Committee has the authority to interpret these Guidelines.
G. Information and Communication Technology (ICT) Platform – (12/20/13)

1. Introduction
The GFLJD Information and Communication Technology (ICT) platform revolves around the Collaboration for Development (C4D) platform.

C4D is a secure social collaboration platform focused on development issues. The C4D platform enables experts and practitioners to conduct online brainstorming, consultations, discussions, knowledge-sharing and learning, and much more.

2. Rationale
Through the C4D platform, the GFLJD will 1) leverage production and dissemination of knowledge, helping to identify, discuss and produce innovative and customized legal solutions to development issues and 2) facilitate communication and discussion among development stakeholders.

3. Guide to the Collaboration for Development (C4D) Platform
The guide to the C4D platform is created as a resource to provide users with a simple overview of the C4D platform and encourage them to be familiarized with the platform by walking through the main features.

The contents in this guide to C4D platform, among others, are as follows;

a) Accessing and Discovering C4D
To access the C4D platform:
http://collaboration.worldbank.org

b) Creating a Personal Profile
User’s personal profile is a good way to share his/her interests and expertise with members of his/her group. On a profile page, a person can enter his/her biography, prior experience, languages, and expertise as well as update a picture/or an image.

c) Participating in an Existing Discussion or Creating a New One
Discussions in C4D make it easy to reach out to colleagues wherever they are, to conduct an online brainstorming, get your feedback or ask a question.

d) Creating a Document
C4D allows users to create and edit online, wiki-type, documents that can be modified by a group of users collaboratively. This feature works well for documents such as team plans, meeting notes, or things that need to be reviewed by your colleagues before release.

e) Managing Versions in Document
One of the features of the platform is version control for documents. Users have the ability to edit online documents, compare two versions of the same document side by side, and also restore previous versions of a document.

f) Creating Blogs
Blogs can be used to broadcast individual messages to a group, post something noteworthy, or pitch a new idea or proposal. Blogs can be anchored to a group member’s personal profile or to a group. Group members can create their own blogs or comment on blogs authored by their colleagues.
g) **Using Tags**
Tags are keywords that users can associate to a piece of content. Tags help to describe the content, but most importantly they help to make that piece of content more easily findable in searches.

h) **Bookmark**
If users see content that they want to use later, users can add a bookmark for quick and easy retrieval. Users can book mark any piece of content on C4D, or they can create bookmarks to other websites on the Internet.

i) **Photo Albums**
Photo albums are ways for users to share photos from their group conferences, workshops, and other event. Photo albums are easy to use features that let users to store a large number of photos.

j) **Activity**
Under the “Activity” section users can either look at “All activity” or they can only see the activity stream for the people, groups, and content that they follow. The Activity section can be found in the top menu bar, and it will glow when new activity has appeared in the stream.

k) **Communications & Actions**
The Communications stream shows what is relevant for users while Actions stream shows items that they need to take action on. Both can be accessible in the top menu bar.

The “Communications” section tracks activity on items related to users. This includes discussion that you are participating in, @mentions, content that is shared with users, and direct messages.

The “Action” section is focused on alerting users to things that they need to take action on. These alerts include notifications, assigned tasks, to-do lists, and required actions such as document revision or a group membership approval.

l) **Status Update, Sharing, @Mention, Liking and Direct Messages**
The “Status Update” section allows users to share with the community a brief thought, a link or their current location.

The “Sharing” section enables the access to the content that one user would like to share with another user.

The “@Mention” section allows users to easily link to content, people or groups in C4D.

Under the “Liking” section, user can also express appreciation for any type of content. This will be recorded as an activity and people who follow users will be able to see which documents, discussions, or blogs that they like.

The “Direct Message” section allows a user to exchange a private message with others.

m) **Creating Content by Email**
With the advanced incoming email a user can post documents, blogs, discussions, status updates, announcements and project tasks via email and also reply to discussions, comment on documents and blog posts, reply to direct messages and shares.
n) Following, Tracking in Communications and Email Notifications

C4D can create a high number of email notifications, alerting a user of new activity in the platform, either in one of streams (Activity or Communications) or by email. The users have different options to receive email notifications depending on the type of activity.

o) Searching

The “Search” function is a powerful tool that helps users to find content, people and groups quickly and easily. They may do a quick search—also known as a spotlight search—from any screen in C4D or they may choose to do an advanced search.

To find more help or resources:

- To access the C4D platform: http://collaboration.worldbank.org
- Contact our team at collab4devadmin@worldbank.org
H. Leveraging Human Capital – (02/28/12)

- **Issue**
  Human resources will be a form of in-kind contribution made by Partners to the GFLJD. As the GFLJD is a Partnership for sharing knowledge, human capital is a crucial element of the initiative. Ideally, Thematic Working Groups (TWGs) will be able to draw on the expertise of all Partners for the implementation of their knowledge products.

  How could the GFLJD leverage qualified human resources provided by Partners?

- **Rationale**
  The GFLJD, especially the TWGs, may require additional staff to be dedicated to the production of specific deliverables. Partners, intellectual and financial, may be willing to provide dedicated staff (scholars, seeondees, interns etc.) in addition to the time of staff involved in the joint activities.

- **Proposed Solution**
  We propose a system based on a demand driven model where:

  a) Partners willing to provide qualified human resources as in-kind contributions will clearly state in their Letter of Endorsement, or in further communications to the Interim Secretariat, the terms of their commitments (6, 12, 18 months) and the kind of institutional agreement (scholarships, secondments, internships, etc.);

  b) The TWGs, based on real needs linked to their respective work plans, will make an explicit request for resources providing specific Terms of Reference detailing the tasks to be performed and the required skills;

  c) The Steering Committee, in the overall evaluation of the TWGs work plans and budget requests, will also consider possible allocation of resources and communicate to the Interim Secretariat for follow-up;

  d) The Interim Secretariat will circulate the approved Terms of Reference among the Partners to start the selection process;

  e) The Partners will identify qualified candidates and forward their CVs to the Interim Secretariat;

  f) The Interim Secretariat will distribute the list of qualified candidates, and their credentials, to the TWGs who will make the final selections of the most appropriate candidates.
I. Trademark and Web Domains – (02/28/12)

1. Issue

The current “branding”, formed by a distinct visual identity (logo) and name, is an asset of the GFLJD Law, Justice and Development (GFLJD) initiative. It is the result of a significant investment of human and financial resources and has served to identify the GFLJD since August 2011. Through trademark registration, we can enhance such “branding” and prevent any person or entity from improperly using our logo and name, generating possible disputes.

“Branding” can also be enhanced by the registration of web domains linked to our initiative.

2. Rationale

The rationale is to develop the GFLJD brand while protecting it from improper or illicit use. Specifically, we would restrict the use of our visual identity, name and use of web domains in a manner that is inappropriate or misleads our audience.

3. Solution Adopted

In order to protect our visual identity, the GFLJD Interim Secretariat has decided to apply for a trademark registration at the United States Patent and Trademark Office (USPTO) based on actual use. The application is an administrative process and, unlike the registration of domain names which is approved upon application and payment of a fee, there is no guarantee of approval. The USPTO process will take at least six months and can last up to two years. We can continue to use the name and logo during the application process:

- www.ljdglobalforum.org
- www.ljdweek.org
- www.globalforumljd.org

Regarding the web domains, we have successfully finalized the registration of the following domains for a period of 10 years:
J. Financial Partners Representation at the Steering Committee and Timeframe for Financial Contribution – (11/20/14)

1. Issue

The Charter states that Financial Partners who contribute $250,000 USD or more are eligible to serve on the Steering Committee, but does not specify whether the contributions are to be monetary or in-kind and does not provide the period during which such contributions must be made.¹ This Complementary Document addresses these issues.

2. Proposed Solution

To be recognized as a Financial Partner eligible to serve on the Steering Committee, a Partner must commit to make either a monetary or in-kind contribution to the Global Forum on Law, Justice and Development (GFLJD) of at least $250,000 USD, payable over a period of 7 years or less.

The in-kind contribution must be:

- Quantifiable and documented - e.g., secondment of staff supported by a statement of cost incurred for the staff member’s salary and benefits.
- Beneficial to the GFLJD.
K. Guidelines for the Composition of the Steering Committee – (01/30/14)

1. Issue
   The Global Forum on Law, Justice and Development (GFLJD) has as one of its core objectives, to ensure a fair representation of partners from "low and middle-income countries".

2. Rationale
   The rationale is that in order to ensure a fair representation of partners from low and middle-income countries, pursuant to our Charter, one of the two intellectual partners elected by each TWG to have a seat on the Steering Committee (SC) should be from the "South". In the event that none of our partners from the "South" are interested or willing to be a representative in the SC, we leave the decision on the appointment of the second representative to the TWG.

3. Proposed Solution
   To this extent the GFLJD secretariat suggests to use the OECD DAC list of ODA Recipients as a proxy for partners from the "South" (see box below). With respect to International Organizations and NGO's, we propose to determine their classification based on the prevalent geographic focus of intervention.

<table>
<thead>
<tr>
<th>OECD DAC list of ODA Recipients</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Least Developed Countries</strong></td>
</tr>
</tbody>
</table>


<table>
<thead>
<tr>
<th><strong>Lower Middle-Income Countries and Territories (per capita GNI USD 1006-3 975 in 2010)</strong></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th><strong>Upper Middle-Income Countries and Territories (per capita GNI USD 3 975-12 275 in 2010)</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Albania, Algeria, Anguilla, Antigua and Barbuda, Argentina, Azerbaijan, Belarus, Bosnia and Herzegovina, Botswana, Brazil, Chile, China, Colombia, Cook Islands, Costa Rica, Cuba, Dominica, Dominican Republic, Ecuador, Former Yugoslav Republic of Macedonia, Gabon, Grenada, Iran, Jamaica, Jordan, Kazakhstan, Lebanon, Libya, Malaysia, Maldives, Mauritius, Mexico, Montenegro, Montserrat, Namibia, Nauru, Niue, Palau, Panama, Peru, Serbia, Seychelles, South Africa, St. Helena, St. Kitts-Nevis, St. Lucia, St. Vincent and Grenadines, Suriname, Thailand, Tunisia, Turkey, Uruguay, Venezuela, Wallis and Futuna.</td>
</tr>
</tbody>
</table>

Source: [www.oecd.org/dac/stats/daclist](http://www.oecd.org/dac/stats/daclist)
1. **Issue**
   The use of Partners’ logos may be a cause of conflict.

2. **Rationale**
   The rationale is to regulate the correct use of logos to guarantee both Burton Blatt Institute at Syracuse University (BBI) – the Partner that is providing the ICT platform – and the other Partners from controversies.

3. **Proposed Solution**
   We propose that each Partner will sign with BBI a standard permission agreement for the use of respective logos in the web site and other publications.

   For the convenience of all Partners, we provide, in Annex 1 (Logo Permission Agreement), the standard agreement used by the World Bank.
Logo Permission Agreement

This Agreement is made between the International Bank for Reconstruction and Development ("IBRD") and the International Development Association ("IDA") (together, the "World Bank") with headquarters at 1818 H Street, N.W., Washington DC, 20433 and Burton Blatt Institute at Syracuse University ("BBI") with a principal place of business at ______________________. The effective date of this agreement is ____________.

The World Bank is an international development institution established by Articles of Agreement adopted by its member countries. The Bank’s mission is to reduce poverty, improve living conditions, and promote sustainable and comprehensive development in the developing world. It achieves these objectives by providing loans, concessional financing, technical assistance, and knowledge-sharing services to its member countries and through Partnerships with other organizations.

The World Bank hereby grants to BBI, and BBI accepts on the terms stated herein, a non-exclusive Agreement for 10 years to use the World Bank logo, in strict accordance with the following terms and conditions:

a) BBI acknowledges that the following logo is a registered trademark of the World Bank, and the sole and exclusive property of the World Bank:

b) BBI shall acquire no right, title or interest in the World Bank logo under this Agreement. BBI acknowledges that any and all uses by it of the World Bank logo shall inure solely to the benefit of the World Bank.

c) BBI agrees that this Agreement authorizes use of the World Bank Logo to provide attribution for World Bank provided content in the content provide to the GFLJD Law, Justice and Development.

d) BBI agrees that the following uses will not be permitted:

i) Any use of the logo as a component of its own logo, trademark or other branding elements;

ii) Any use of the logo for the promotion or advertising of its products, services and other activities intended to solicit business;

iii) Any use of the logo as a permanent graphical element of stationery, business cards, or other variably utilized print materials;

---

1 As Partner of the GFLJD Law, Justice and Development, that is providing as in-kind contribution the ICT platform including the WEB site
iv) Any use of the logo suggesting or implying a certification or seal of approval for activities, services and/or products, or commitment by the World Bank to enter into any contract, or provide support for any specific activity, service or product of BBI.

e) The World Bank will, upon receipt of this agreement duly signed by BBI, provide BBI with graphic files of the World Bank Logo for BBI’s use hereunder.

f) BBI acknowledges that in using the World Bank logo for products and activities related to the GFLJD Law, Justice and Development, it is responsible for ensuring that said use is carried out in accordance with applicable law and for ensuring that appropriate insurance is maintained to cover the risks arising out of such use.

g) BBI shall hold harmless and defend the World Bank, its agencies and its officials against any action that may be brought against the World Bank, its agencies and its officials as a result of its use of the World Bank logo.

h) The World Bank may terminate this Agreement, with or without cause and without liability of any kind to BBI, upon giving BBI 30 days written notice of termination. Should BBI use the World Bank Logo in a manner not authorized by this Agreement, the World Bank may terminate this Agreement by giving BBI written notice of termination, and such termination shall take effect immediately upon BBI’s receipt thereof. Upon termination of this Agreement at any time and for any reason, BBI will immediately stop all use of the World Bank Logo.

i) This Agreement may be modified only in writing and signed by both parties.

j) Any dispute between the Parties arising out of, or in connection with this Agreement which cannot be amicably settled shall be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect by one arbitrator appointed in accordance with those rules. The arbitration shall take place in the District of Columbia. Any resulting arbitration decision shall be final and binding on both parties. Judgment upon any arbitration award in favor of The World Bank may be entered in any court having jurisdiction thereof. This Agreement and the relationship between the Parties shall be governed by the laws of the District of Columbia as an agreement wholly performed therein without regard to its conflict of law provisions.

k) Nothing herein shall constitute or be considered to be a limitation upon or a waiver of the privileges and immunities of the International Bank for Reconstruction and Development or of any World Bank Group entity, which are specifically reserved.

In witness whereof, the Parties have caused this Agreement to be executed as of the day and date written below.

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

Name: __________________________
Title: ___________________________
(to be signed by EXT representative)
Date: _______________________

BURTON BLATT INSTITUTE

Name: __________________________
Title: ___________________________

AND INTERNATIONAL DEVELOPMENT ASSOCIATION
M. Partnership Management – (07/27/16)

This document is issued pursuant to Section IV of the Global Forum on Law, Justice and Development (GFLJD) Charter on Partnership and Section VI on Funding Instruments, to address the need for further guidance for prospective partners, and the management of existing partners.

A. Eligibility Criteria

As specified in Section IV of the Global Forum Charter, partners should be “involved in the legal dimension of international development”. They must also meet the following criteria:

- Partnership Fit. The entity’s strategic, operational and financial objectives, and its organizational values are aligned with the mission of the Global Forum;
- Reputation. The entity currently presents no reputational risks to the Global Forum, and can demonstrate its willingness to commit to maintaining its good reputation as a Global Forum partner;
- Contributions. The entity is willing and able to contribute to the Global Forum as an intellectual and/or a financial partner.

B. Admission Process of New Partners

1) Partners who meet the eligibility criteria submit to the Global Forum Secretariat a written expression of interest to join the Global Forum.
2) The Secretariat examines information submitted by the potential partner to determine whether the entity is likely to meet the eligibility criteria.
3) Partners who meet eligibility criteria are invited to submit to the GFLJD Secretariat (the Secretariat):
   a. a standard “Letter of Endorsement” requesting to join the GF; and
   b. two letters of support from current partners attesting to the prospective partner’s qualifications and relevance for the area of work of a Thematic Working Group (TWG) or a Community of Practice (CoP), and supporting their participation in the GF.
4) The Secretariat conducts a due diligence assessment of the prospective partner, which reviews integrity, accomplishments, reputation and potential risks presented by a prospective partner. Reputational and integrity risks may include: fraud and corruption, tax evasion, money laundering, financing of terrorism, child labor, slavery or bonded labor, environmental violations and conflict of interest.
5) The due diligence report and the Secretariat’s recommendation regarding admission of the prospective partner are sent to the Steering Committee (SC) for a decision.
6) Members of the SC have 10 days to decide on a no-objection basis, or to call for further discussion.
7) The Secretariat communicates the decision to the prospective partner. In case of a positive response, the new partner is asked to complete an inventory of its knowledge products. The Secretariat updates the GF partners’ database, web site and related listserves copying the related TWG co-leaders.
8) The same procedure will be used for readmission of partners who left the GF.

B. Management of Inactive Partners

1) Partners who have not participated for over 12 months in GF activities as a whole will be considered as inactive.
2) Inactive partners are contacted in writing by the Secretariat (with copy to the relevant co-leaders) and asked to re-confirm their interest in being part of the GF. The standard communication will encourage partners to re-commit to taking part in GF activities, and provide an opportunity for partners to describe challenges to their participation, so that co-leaders and the Secretariat can address such challenges and facilitate the partner’s participation.

3) Removal from partnership is only to be considered in extenuating circumstances, such as if the partner requests such removal or if no further response to the Secretariat’s communication is received within 30 days. The partner and the TWG or CoP co-leaders will be notified of the removal.

D. Management of Non-compliant Partners

Partners who fail to comply with their obligations as stated in the Letter of Endorsement, requiring them to promptly inform the Secretariat of any allegations or claims which may affect the Global Forum’s reputation or integrity, may be excluded or removed from partnership.
N. Letter of Endorsement – (07/27/16)

Letter of Endorsement

[Organization letter-head]

[Date●]

Global Forum on Law, Justice and Development Secretariat
c/o The World Bank
Legal Vice-Presidency
1818 H Street N.W.
Washington D.C. 20433
Mail Stop MC6-607
USA

Dear Sir,

I am pleased to confirm that _____ [name of organization●] endorses the Global Forum on Law, Justice and Development Charter, and the Complementary Documents to the Charter.
With this endorsement, we express our intent to advance those principles and commitments and to become a Partner of the Global Forum on Law, Justice and Development. We endeavour to promote the Objectives and Activities of the Global Forum on Law, Justice and Development into our activities.

[name of the organization] is considering making the following contributions to support the Global Forum on Law, Justice and Development:

A financial contribution in the total amount to be budgeted and agreed by [name of organization●] [Use this section only for financial partners // Subject to rules and procedures of the World Bank Group .]

In-kind contributions in the form of: [list only the types of contribution expected to be relevant]

(a) Sharing knowledge by contributing to the information communication technology platform with existing knowledge products (e.g. studies, databases, training material, etc.).
(b) Mobilizing its own staff for the pursuit of the objectives of the Global Forum on Law, Justice and Development,
(c) Promoting expert meetings, workshops, and/or open training to jointly build technical capacity and strengthen the understanding of global, regional and country legal issues;
(d) Providing facilities for workshops, conferences or training seminars.
(e) Providing translations of relevant documents into their native language for wider dissemination in their respective countries.
(f) Providing updates in specific area of national legislation.
(g) Engaging and funding studies/researches and publications.
(h) Increasing their cooperation on global, regional and country issues, in concert with other interested parties, by developing a shared understanding of key legal development challenges and promoting complementarity in their studies and knowledge products.
(i) Providing support to relevant stakeholders.
(j) Providing such other means as the Partner may agree.

[Use this section for intellectual partners or intellectual & financial partners]

We anticipate having a significant involvement in the undertaking of collaborative initiatives, in particular, in the following substantive areas:

[Insert issues of particular interest here — see indicative current list of thematic working groups and communities of practice on the Global Forum on Law, Justice and Development website www.globalforumljd.org.●]

In the course of our partnership, we agree to promptly inform the Secretariat of any allegations, investigation, or claims which may affect the Global Forum’s reputation and integrity.

We understand that our participation to the Global Forum does not constitute an endorsement from the Global Forum or its partners, nor it will have an impact on any business relationship with the Global Forum or its partners.

We have designated an Administrative Focal Point below with general responsibility for implementing the activities pursuant herewith.

[Insert Focal Point’s name.●]
[Insert address●]
[Insert Focal Point’s telephone number●]
[Insert Focal Point’s fax number●]
[Insert Focal Point’s email address●]

Attached is the logo to be posted on the Website [Insert Focal Point’s logo●]

Yours sincerely,

[Signature*]

Name: __________________________

Title: __________________________

* The letter must be signed by the highest executive in the organization
O. Template for Minutes – (11/07/14)

ATTENTION NOTETAKER: Rather than mentioning details of what each participant said during the meeting minutes should:

- Describe in a sentence or two the topics discussed;
- The views of members generally, stating areas of agreement and any opposing view;
- Final decision on or other disposition of the agenda items

Suggested standard language when distributing for approval (after draft is cleared by TWG co-leaders):

Dear [TWG/CoP/Steering Committee] Members,

Many thanks for attending the [TWG/CoP/SC] meeting on [date].

We appreciate the valuable contributions that you made to out lively and productive discussion.

Attached, for your consideration, are minutes of the meeting. In absence of comments or objections, to be conveyed to the GFLJD Secretariat by email no later than 6:00 p.m. on [date – give a full week from the date the email is sent], the minutes will be deemed approved by the [TWG/CoP/SC] and posted on the GFLJD website.

Please mark your calendars for the next [TWG/CoP/SC] meeting on [date], which will be conducted electronically.

Further details on the agenda and technical arrangements will be provided on [date ].

Best regards

### MINUTES OF THE MEETING OF THE GFLJD TWG ON

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### AGENDA TOPICS

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The new strategy of the Global Forum on Law, Justice and Development (GFLJD) requires an effective communication plan which will address both internal and external communication in order to promote the work of GFLJD partners, engage partners which are not active, reposition the GFLJD within the international development community, and assist with fundraising activities.

The plan outlined below reviews the current communications mix used by the GFLJD, and proposes a more focused approach to communications by specifying goals, target audiences, and desired outcomes for all communications activities.

**Current Communication Mix**

GFLJD’s communication mix is currently composed of the following activities:

- The GFLJD web site (http://globalforumljd.org) is the external “face” of the GFLJD. It is hosted and maintained by the Burton Blatt Institute as “in-kind contribution” to the GFLJD;
- The Collaboration for Development (C4D) platform (https://collaboration.worldbank.org) is the internal platform for members of the GFLJD Thematic Working Groups (TWGs) and Communities of Practice (CoPs) to share and co-generate knowledge. C4D was developed by the World Bank and is free of charge;
- The GFLJD E-newsletter is intended both for internal and external audiences and has been developed in order to respond to a request from GFLJD partners for a better internal communication. Three issues have been published to date: http://globalforumljd.org/docs/newsletter/GFLJD_Newsletter_Issue_0_June2014.pdf http://globalforumljd.org/docs/newsletter/GFLJD_Newsletter_Issue_1_August2014.pdf http://globalforumljd.org/docs/newsletter/GFLJD_Newsletter_Issue_2_January2015.pdf
- Email is the routine method of communication among TWGs and CoPs using Lyris listserves;
- A flyer provides basic information about GFLJD in English, French, Spanish, Chinese and Portuguese; and
- An Information Note provides detailed information about GFLJD and its activities in English, French, Spanish, Chinese, Portuguese and Russian.

**Communication Objective**

The objective of the communication plan is to pursue the following goals:

Goal #1: Reinforcing the brand of the GFLJD;
Goal #2: Positioning the GFLJD as reliable knowledge provider of legal solutions for the implementation of the post-2015 development agenda;
Goal #3: Improving the commitment of TWG and CoP co-leaders and members to be persistent in their work programs;
Goal #4: Eliciting and encouraging participation among World Bank Group (WBG) staff, especially Regions, Global Practices and Cross Cutting Solution Areas;
Goal #5: Raising awareness of the GFLJD and broad dissemination of its knowledge products among the development community and general public; and
Goal #6: Improving internal communication within the GFLJD.

**Key Message per Target Audience**

Goal #1 - Reinforcing the brand of the GFLJD.
Audience - GFLJD co-leaders and partners, and international development community and donors. 
(Internal and External Audience).

What does the GF want to change? Motivating and engaging existing partners to be increasingly active and deliver more knowledge products, as well as to use the GFLJD brand in their events. This in turn will elevate the reputation of the GFLJD among the international development community.

What do you want the target audience to know? That being an active partner of the GFLJD is instrumental to contributing legal solutions for the implementation of the post-2015 agenda.

Partnership is selective and interrelated to output and outcomes.

What do you want them to feel? - what perception do you want to create? Active involvement with GFLJD will leverage partners’ own efforts in implementing and achieving post-2015 development goals.

What do you want them to do? - what action do you want as a result? Join or confirm participation as intellectual partners. Consider becoming financial partners, if possible, and become eligible to co-lead a TWG sub-group or a CoP.

Goal #2 - Positioning the GFLJD as reliable knowledge provider of legal solutions for the implementation of the post-2015 development agenda.

Audience - International development community and donors (External Audience)

What does the GF want to change? Change perception of the GFLJD from knowledge exchange and clearinghouse to legal knowledge provider for legal challenges presented by the post-2015 development agenda.

What do you want the target audience to know? GFLJD partners can be instrumental to provide legal solutions to their development challenges linked to the implementation of the post-2015 agenda.

What do you want them to feel? What perception do you want to create? Partnering with GFLJD will leverage their efforts in implementing and achieving post-2015 development goals.

What do you want them to do? what action do you want as a result? Join as either intellectual or financial partners. Increase the use of social media as a tool to effectively exchange with stakeholders.

Goal #3 - Improving the commitment of TWG and CoP co-leaders and members to invest and be persistent in their work programs.

Primary Audience - GFLJD co-leaders and partners.

Secondary Audience - International development community.

What does the GFLJD want to change? Keep the momentum and build on it to motivate TWGs and CoP co-leaders to lead their members in the identification, collaboration, co-generation, and delivery of quality products.

What do you want the target audience to know? Knowledge products can be delivered with or without financial support. Some successful work programs have received financial support (Drivers of Corruption, Cybercrime pilot project, Falsified, Sub-standard Medicine pilot project; African Mining Legislation Atlas project). Others have also delivered quality products without funding, as has been the case with Access to Justice for Persons with Disability Reports, Sustainable Energy for All
legal database, Insolvency, Offset comparative study (8 countries), Child Pornography Regional Studies (18 LAC and 17 Asian countries).

**What do you want them to feel?** what perception do you want to create? The GFLJD is an opportunity to leverage their production of legal knowledge related to the post-2015 development agenda. Association with GFLJD helps generate materials useful to the development community.

**What do you want them to do?** what action do you want as a result? Lead their members toward the design, fundraising and implementation of ambitious work programs.

Goal # 4: Eliciting and encouraging participation among WBG staff, especially Regions, Global Practices (GPs) and Cross-Cutting Solutions Areas (CCSAs).

**Audience** – LEGVP staff, WBG Regional Vice-Presidencies, GPs and CCSAs.

What does the GFLJD want to change? Awareness of GFLJD’s potentials. Create enthusiasm for active involvement of GP and CCSA staff in GFLJD activities. Increase visibility of GFLJD activities in the World Bank.

What do you want the target audience to know? The GFLJD is a reliable initiative that can complement and strengthen GPs and CCSA’s knowledge agenda by providing a combination of internal and external resources, and facilitating resolution of the legal challenges in their areas of practice..

What do you want them to feel? What perception do you want to create? The GFLJD is an initiative they should be part of.

What do you want them to do? What action do you want as a result? Consider joining in as partners of relevant TWGs or CoPs or as donors to GFLJD knowledge projects. Increase the use of social media.

Goal # 5: Raising awareness of the GFLJD and broadening the dissemination/use of its knowledge products among development practitioners and the general public.

**Audience** – Development practitioners and the general public

**What does the GFLJD want to change?** GFLJD knowledge products to be increasingly part of development practitioners tools (e.g. universities’ curricula, legal practitioners resources’ reference, general public’s trustworthy information source).

**What do you want the target audience to know?** GFLJD knowledge products are reliable, up-to-date, and practical and useful.

**What do you want them to feel?** What perception do you want to create? The GFLJD is a reliable source of knowledge.

**What do you want them to do? What action do you want as a result?** Access, use and disseminate knowledge products delivered by GFLJD and its partners.

Goal # 6: Improving internal communication within the GFLJD.

**Audience** – GFLJD partners and WBG staff.
What does the GFLJD want to change? Improve flow of information about GFLJD activities (new and ongoing) from the different TWGs, sub-working groups and CoPs to partners, and broaden to larger parts of partners’ organizations beyond select units currently being reached. Improve flow of knowledge from each partner about their core business, knowledge products and future agenda (activities in pipeline).

What do you want the target audience to know? New groups and topics covered by the Global Forum and its partners in their activities, and update on ongoing work programs (activities)

What do you want them to feel? What perception do you want to create? Quick and easy access to main GFLJD activities and to specifics (if partners need/want to get into details).

What do you want them to do? What action do you want as a result? TWG and CoP co-leaders should share on a regular basis through E-newsletters and other communication tools, the progress in their groups. Partners should also be able to share basic info on the respective institutions, significant knowledge products and activities in pipeline. The Secretariat could propose an editorial space for up to 3 partners organizations each e-newsletter, plus a space on the web to advertise main events/products.

Communication Mix

External Communications Mix

Press
Press release -- to be selectively used for high visibility-impact projects especially when well-funded e.g. AMLA, Cybercrime, Falsified Medicines, etc.
Radio -- to be considered depending on the specific work program and context, e.g. rural radio could be reasonably used for the “Contract Farming” Legal toolkit.
Opinion editorial --selected partners could produce OpEds, focusing on post-2015 development goals).

Online
GFLJD web site --the Secretariat has hired a website consultant to design a new website by end July 2015 to improve access to Global Forum products);
WBG and partners’ web sites (Communication experts have suggested that Global Forum’s web site should have a link in each of the partners’ web sites);
E-Newsletters (the current Global Forum newsletter should be improved with inputs from co-leaders. Partners should also cross reference our newsletter in their respective newsletters, when applicable);
YouTube (the Secretariat suggests to start piloting the posting on YouTube of selected events);
Email (the Secretariat has completed a full scale revision of all email lists for TWGs and CoPs);
Twitter and social media (Global Forum’s presence on social media would require a dedicated staff and lawyer supervision and clearance)
E-learning (the Secretariat is discussing with IDLO the idea of piloting E-learning products to share relevant knowledge, especially through partner universities).

TV
News and features (the Secretariat is discussing the possibility of a TV coverage for the MENA Day, during the LJD Week 2015);
Long-format programmes and online television options (to be considered on a case-by-case basis).

**Advertising**
GFLJD booth (the Secretariat is planning to purchase a small booth easy to assemble to be used for events to showcase material and partners).

**Print**
Brochures / flyers
Posters
Publications (Communication experts have suggested to increase the number of publications with GFLJD logo to improve visibility).

**Public Relations**
Endorsements (the Secretariat recommends more active endorsement from partners in their own events associating the logo of the Global Forum and the active involvement of other GFLJD partners);
Conferences (the Secretariat needs partners to engage in organizing events under the umbrella of the GFLJD. Partners organizing large events should find appropriate ways of advertising the Global Forum and its knowledge products);
   - Participation of the Global Forum to selected conferences with exhibition booths or tables (e.g. ABA, ASIL, etc.).

**Internal Communications Mix**
- C4D (this platform is still largely underutilized. The Secretariat encourages a larger use. The new web site, with some media features, could be a more user-friendly tool);
- Conference calls (migration to WebEx with internal World Bank Group Support);
- Face-to-face meetings

**Budget**
- The core budget for the communication plan should be embedded in each program proposal (as per directions expressed by the SC);
- Partners organizing knowledge events should also be pro-active in associating the Global Forum in their events (this may have very minor marginal cost);
- Additional fundraising should be undertaken with Steering Committee members to help cover the general communications budget costs. The Secretariat invites Steering Committee members to consider contributions to cover production costs such as web mastering and printing;
- The Secretariat is thankful and welcomes the secondment from “Fondation pour le Droit Continental” (the Civil Law Initiative) of a full-time communication staff for one year starting from September 2015.

**Timeline**
*What:* “Legislative Responses for the Protection of Children from Violence through Information and Communication Technologies” Regional Studies (Asia and LAC)
*Why:* Material that is relevant to countries and practitioners and is time sensitive
*Where:* On-line (World Bank, ICMEC web sites)
   - Open Knowledge Repository
   - Dissemination via Law Library Network
   - Office of the Publisher channels
*When:* January 2015
*Who:* LEGVP and ICMEC
*How:* web, email, WBG intranet
*Target Audience:* WBG and external audience
Objective: validation and use
Media Strategy: Dissemination via WEB and organization of a joint WB-ICMEC event for the launch of the two regional studies.

What: Legal Review Volume 6
Where: web sites and live presentation
  WBG, LEGVP intranet, co-editors’ institutional web sites and networks
  WBG Board of Directors and Senior Management meeting
  WBG Intranet
  InfoShop
  Open Knowledge Repository
  Dissemination via Law Library Network
  Office of the Publisher channels
  Law Schools libraries in developing countries (via email)
When: LJD Week, 16-19 November 2015
Who: LEGVP and Governance GP
How: web, email, WBG intranet,
Target Audience: WBG and external audience
Objective: Validation and use
Media Strategy: Organization of an event with the live and VC participation of co-editors.

What: Legal Review Volume 7
Where: web sites and live presentation
  WBG, LEGVP intranet, co-editors’ institutional web sites and networks
  WBG Board of Directors and Senior Management meeting
  WBG Intranet
  InfoShop
  Open Knowledge Repository
  Dissemination via Law Library Network
  Office of the Publisher channels
  Law Schools libraries in developing countries (via email)
When: LJD Week, 16-19 November 2015
Who: LEGVP and Governance GP
How: web, email, WBG intranet,
Target Audience: WBG and external audience
Objective: Validation and use

Other events:
  • “Third International Conference on Legislative Drafting and Law Reform”, July 1-2, 2015
  • “Launch of the Contract farming toolkit”, to be organized with partner organizations (Fall 2015)
  • “Event on Insolvency”, to be organized by the Italian Central Bank (Fall/Winter 2015)

Next steps / actions
  • Liaise with partners: Ensure that each work program and each proposal include a detailed communication component and budget (following considerations listed in Annex), and reemphasize that communication should be tailor-made to each specific proposal, topic and audience, in consultation with the co-leaders. More active endorsement from partners should be sought.
• Staff: The new full-time communications expert, seconded from “Fondation pour le Droit Continental”, will be in charge of assisting with implementation of the communication plan.
• New website is under construction. The Secretariat has hired a consultant, with the aim of providing an alpha version of the website by July 2015. Once the website is up and running, partners will be invited to cross-reference the website and Global Forum activities on their own websites and other media channels.
• Print: the Secretariat is in the process of finalizing a new brochure to replace the information note.
• Information booth. The Secretariat is planning to purchase an information booth to showcase Global Forum materials at selected events.
Q. **Strategy Statement (04/01/15)**

**GFLJD Strategy Statement**

The Global Forum on Law, Justice and Development is a network of organizations dedicated to creating legal knowledge that promotes achievement of post-2015 sustainable development goals. Its activities bring together experts, scholars and practitioners to address the most pressing legal issues in development. Projects supported by the Global Forum focus on:

- Legal research and study, production of papers, guidance for the development community, and co-generation of knowledge products;
- Production of evidence based approaches to solve legal challenges;
- Pilot activities to identify and apply lessons learned; and
- New methods to strengthen capacity of local leadership to build effective and efficient legal and judicial systems.

---

1 v. February 27, 2015
# R. Due Diligence for External Use (03/10/16)

**DUE DILIGENCE TEMPLATE – FOR PROSPECTIVE PARTNERS**

*(to be prepared by the Secretariat with inputs from the Prospective partner on sections 1-5)*

## 1. DATA ON GF PROSPECTIVE PARTNER

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<td>[Identify leadership by name e.g. name of Board chair and CEO (list directors, list senior executives) etc., as appropriate, and describe structure and governance context for decision-making about funding allocations. Attach organizational chart if available. Indicate proportion of a) female Directors, b) female senior executives.]</td>
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<th>Number of employees (including employees of subsidiaries, if known):</th>
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<th>Countries or regions in which the Prospective partner is registered, owns property , or is qualified to conduct business (attach full list including type of business in each place, if available)</th>
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<th>Exchange or exchanges, if any, on which the Prospective partner is publicly traded:</th>
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<th>Chart detailing the relationship between the Prospective partner and its subsidiaries or affiliates, if any. In addition, to the extent applicable, include a list of all entities in which the Prospective partner owns more than 10% equity interest:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>List of industrial and trade associations of which the Prospective partner is a member:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>List of other associations of which the Prospective partner is a member (e.g. NGOs):</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>To the extent available, please attach certified copies of the Prospective partner’s organizational documents, as currently in effect.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Area(s) of interest – as listed in the letter of endorsement</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. [List area of interest]</td>
</tr>
</tbody>
</table>
2. [List area of interest]

Signatory of letter of endorsement
[Provide name and title]

Is the identified entity representing a partnership program which does not have the necessary independent legal status to qualify as a partner?
[ ] Yes
[ ] No

If yes identify name of partnership program

Signatories of letters of support
1. [Provide organization, signatory name and title]
2. [Provide organization, signatory name and title]

<table>
<thead>
<tr>
<th>2. IDENTIFICATION OF PARTNER BY TYPE OF LEGAL ENTITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Identify more precisely the legal category</td>
</tr>
<tr>
<td>[ ] International Organization</td>
</tr>
<tr>
<td>[ ] Academia/Think tank</td>
</tr>
<tr>
<td>[ ] Civil Society Organization</td>
</tr>
<tr>
<td>[ ] Government or state-owned institution</td>
</tr>
<tr>
<td>[ ] For profit</td>
</tr>
<tr>
<td>[ ] Limited liability company</td>
</tr>
<tr>
<td>[ ] Proprietary company</td>
</tr>
<tr>
<td>[ ] Limited liability company</td>
</tr>
<tr>
<td>[ ] Other (specify)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. PARTNER DUE DILIGENCE – FINANCIAL INFORMATION (for private sector partners)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Classification of entity by annual revenue/turnover (i.e., the amount of money</td>
</tr>
<tr>
<td>received by the Prospective partner from its business activities). Please check</td>
</tr>
<tr>
<td>the appropriate box below:</td>
</tr>
<tr>
<td>[ ] Micro Enterprise (up to USD 2.5 million)</td>
</tr>
<tr>
<td>[ ] Small Enterprise (USD 2.5 million – 13 million)</td>
</tr>
<tr>
<td>[ ] Medium-sized Enterprise (USD 13 million – 65 million)</td>
</tr>
<tr>
<td>[ ] Large Enterprise (USD 65 million and over)</td>
</tr>
</tbody>
</table>

Gross revenue/turnover for the most recently completed fiscal year (i.e., the amount of money received by the Prospective partner from its business activities), in USD:

Net income for the most recently completed fiscal year (i.e., gross revenue/turnover minus expenses), in USD:

Has the Prospective partner experienced any financial difficulties over the past three years?
[ ] Yes
[ ] No

If yes, please explain the financial difficulties, whether such financial difficulties have been remedied and what measures were, or are being, taken by management to address such difficulties:

<table>
<thead>
<tr>
<th>4. PARTNER DUE DILIGENCE – INTEGRITY, ACCOMPLISHMENT AND REPUTATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Does due diligence on the Prospective partner indicate that it has a track</td>
</tr>
<tr>
<td>record of accomplishment and a good reputation in its chosen field?</td>
</tr>
<tr>
<td>[ ] Yes</td>
</tr>
<tr>
<td>[ ] No</td>
</tr>
</tbody>
</table>
Explain in either case. [How long has Prospective partner been operating and does it have a good record of accomplishment? Membership of a relevant philanthropic organization such as the Council on Foundations is a prima facie indication of good reputation].

<table>
<thead>
<tr>
<th>Does the Prospective partner have a sustainability policy, ethics policy and/or code of conduct?</th>
</tr>
</thead>
<tbody>
<tr>
<td>[ ] Yes</td>
</tr>
<tr>
<td>[ ] No</td>
</tr>
</tbody>
</table>

If yes, please attach copies of such policies and/or code, or provide the links to such policies and/or codes located on the Prospective partner’s website:

Please indicate if the Prospective partner’s sustainability policy, ethics policy, and/or code of conduct address the following:

- [ ] Human Rights
- [ ] Non-discrimination (including a gender equality policy)
- [ ] Forced Labour
- [ ] Child Labour
- [ ] Employee health and safety
- [ ] Freedom of association/collective bargaining
- [ ] Environment
- [ ] Anti-corruption and Bribery
- [ ] Tax Evasion

Does due diligence on the Prospective partner reveal any issues which would indicate lack of legitimacy, poor corporate governance or regulatory issues?

- [ ] Yes
- [ ] No

If yes, provide summary. [Get disclosure from Prospective partner about incorporation/establishment. Failure to make corporate filings, pay taxes etc. is a red flag which needs follow up.]

<table>
<thead>
<tr>
<th>Does the Prospective partner have a grievance mechanism for hearing, processing, and settling grievances for internal stakeholders (e.g. employees) and/or external stakeholders (e.g. local communities)?</th>
</tr>
</thead>
<tbody>
<tr>
<td>[ ] Yes</td>
</tr>
<tr>
<td>[ ] No</td>
</tr>
</tbody>
</table>

If yes, please attach a copy of such policy or provide the link to such policy located on the Prospective partner’s website:

<table>
<thead>
<tr>
<th>Does the Prospective partner produce a sustainability or CSR report?</th>
</tr>
</thead>
<tbody>
<tr>
<td>[ ] Yes</td>
</tr>
<tr>
<td>[ ] No</td>
</tr>
</tbody>
</table>

If yes, please provide a copy of such report or a link to the most recent report located on the Prospective partner’s website:

Please indicate at what level(s) corporate responsibility performance is reviewed and evaluated by checking the appropriate box(es):

- [ ] CEO or equivalent
- [ ] Board of Directors (or equivalent highest governing body of Prospective partner)
- [ ] Corporate Responsibility or Ethics officer
- [ ] Senior Management
- [ ] Middle management
- [ ] Subsidiaries
- [ ] Other (specify):
<table>
<thead>
<tr>
<th>Does the Prospective partner have any sustainability-related and/or labour-related certifications (e.g., SA8000)?</th>
</tr>
</thead>
</table>
| [ ] Yes  
| [ ] No |

If yes, please describe:

<table>
<thead>
<tr>
<th>Does due diligence on the Prospective partner or its key contacts show evidence of disreputable activities or associations or funding flows linked to “Politically Exposed Persons”?</th>
</tr>
</thead>
</table>
| [ ] Yes  
| [ ] No |

If yes provide summary. [Ask for disclosure from Prospective partner. Cross-check through data base searches and follow up on any red flags. Examples of such activities and associations are operating of sweat shops and intimidation or misuse of government connections.]

<table>
<thead>
<tr>
<th>Does due diligence on the Prospective partner show evidence of any material claims, litigations or judgments or any insolvency proceedings or investigations?</th>
</tr>
</thead>
</table>
| [ ] Yes  
| [ ] No |

If yes, provide summary. [Ask Prospective partner to disclose. Cross-check via data base searches. Follow up if there are any red flags.]

List and describe each pending or threatened litigation, claim, arbitration proceeding or investigation on an ethical issue relating to the Prospective partner, its affiliates or its respective officers, directors, employees or agents, including (a) litigation involving alleged violations of laws or regulations relating to abuse of human rights, corruption, discrimination, the protection of the environment or the health or safety of employees or others; and (b) governmental or administrative proceedings.

<table>
<thead>
<tr>
<th>Does the due diligence on the Prospective partner show any evidence that it does not conduct its operations in accordance with prevailing standards and best practices in the given sector of activity?</th>
</tr>
</thead>
</table>
| [ ] Yes  
| [ ] No |

[Obtain disclosure from Prospective partner. Cross-check through database searches. Terms of business, environmental and manufacturing standards are examples of standards. Companies which have adopted best practices (i.e. approaches, techniques and methodologies that through experience and research have proven to reliably lead to a desired result) are also thought to be generally more attuned to risk management issues. The Equator Principles are examples of best practices for financial sector institutions.]

<table>
<thead>
<tr>
<th>Does due diligence on the Prospective partner show any evidence of low social accountability or poor environmental stewardship?</th>
</tr>
</thead>
</table>
| [ ] Yes  
| [ ] No |

[Judgment can be reached through database searches. Membership of the UN Global Compact is a prima facie indication of a good reputation in this area. Follow up with Prospective partner.]

<table>
<thead>
<tr>
<th>Does the Prospective partner abide by, adhere to, participate in, support, or has the Prospective partner implemented or committed to, any other voluntary sustainability or ethical-related principles or guidelines? (e.g. Voluntary Principles on Security and Human Rights, or Equator Principles).</th>
</tr>
</thead>
</table>
| [ ] Yes  
| [ ] No |

If yes, please describe:

List any major social investment or philanthropic initiatives the Prospective partner is currently involved in or has been involved in over the past three years, including the nature of such involvements (including human rights initiatives, trade/labor issues, environmental causes, anti-corruption initiatives, etc). If these are described on the Prospective partner’s website, provide the link.
Describe any other relevant corporate sustainability activities in the Prospective partner has been involved in over the past three years, as well as the nature of such involvement (e.g., other examples of community involvement, major internal initiatives not already described above, awards received for corporate responsibility initiatives or performance, etc). If these are described on the Prospective partner’s website, provide the link.

Does the Prospective partner have a corporate foundation?
- [ ] Yes
- [ ] No

If yes, provide the name of the foundation and describe its main activities:

Has the Prospective partner had any major partnerships or collaboration with other international, multilateral or civil society organization in the past five years?
- [ ] Yes
- [ ] No

If yes, please briefly describe such partnerships:

Is the Prospective partner a participant in the UN Global Compact?
- [ ] Yes
- [ ] No

If yes, is the Prospective partner actively communicating its progress to the UN Global Compact?
- [ ] Yes
- [ ] No

Please provide a link to the latest Communication On Progress report if available:

Briefly describe the Prospective partner’s level of engagement with the UN Global Compact. Does it participate in any major Global Compact initiatives or platforms, including, for example, the Caring for Climate initiative, or the CEO Water Mandate?

Is the Prospective partner a signatory to the CEO Statement of Support for the Women’s Empowerment Principles?
- [ ] Yes
- [ ] No

Is the Prospective partner engaged in any UN Global Compact Local Network(s)?
- [ ] Yes, which ones:
- [ ] No

What is the estimated length of time for the financial engagement between the GF and proposed partner and how many distinct roles will the latter play in order to help achieve the agreed objectives?
[List distinct roles and explain, giving justification, given the development context and partner’s expertise and comparative advantage.] [The more roles the Prospective partner takes on the more complex the relationship between the partner and the GF becomes and the higher the likelihood of risk such as conflict of interest.]

Will any of the proposed roles described above put the partner in a position to allocate funding to itself?
- [ ] Yes
- [ ] No
[This question is designed to identify conflict of interest]

<table>
<thead>
<tr>
<th>Question</th>
<th>[ ] Yes</th>
<th>[ ] No</th>
</tr>
</thead>
<tbody>
<tr>
<td>What are the underlying motivations of the Prospective partner to contribute funding and are they aligned with the GF strategy?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Explain in either case providing information about competing motivations which private sector partners could have</td>
<td></td>
<td></td>
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<tr>
<td>Obtain an understanding from the Prospective partner why it is willing to provide funding in this particular context.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>In the case of “for profit” entities, would the provision of funding to the GF confer an unfair advantage on the Prospective partner?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If yes, explain. [This is designed to flag situations where the Prospective partner may be obtaining a privileged position vis a vis other private sector companies to benefit its downstream activities or plans for market expansion (either its own or that of related entities)]</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Are there circumstances at global, regional or country level which would increase the risk to the GF if it accepted funding from the Prospective partner?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If yes, explain. [This goes to the relationship between the Prospective partner and the government and stakeholders of the country in question. For example, if the relationship is poor, the GF could suffer reputational damage because of its association with the Prospective partner.]</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

6. PARTNER DUE DILIGENCE – DEBARMENT, SUSPENSION, UN SANCTIONS, EXCLUSION LISTS

<table>
<thead>
<tr>
<th>Question</th>
<th>[ ] Yes</th>
<th>[ ] No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is the Prospective partner or any of its key contacts currently identified as a debarred entity on World Bank’s Listing of Ineligible Firms and Individuals? See link</td>
<td></td>
<td></td>
</tr>
<tr>
<td>[Yes/No] [Entities on this listing have been sanctioned under the World Bank’s fraud and corruption policy as set forth in its Procurement Guidelines and Consultant Guidelines either: i) pursuant to the World Bank’s Sanctions Committee procedure; or ii) through cross-debarment in accordance with the Agreement for Mutual Enforcement of Debarment decisions dated April 9, 2010 which as of July 10, 2011 has been made effective by the World Bank, the Asian Development Bank, the European Bank for Reconstruction and Development and the Inter-American Development Bank.]</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Is the Prospective partner or any of its key contacts currently identified on the World Bank’s Listing of Temporarily Suspended Firms and Individuals?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>[ ] Yes</td>
<td>[ ] No</td>
<td></td>
</tr>
<tr>
<td>[Firms on this listing are not eligible to become partners to the GF.]</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Is the Prospective partner (including any parent, subsidiary or affiliate thereof) or any company or individual associated with the Prospective partner included on the UN Security Council Committee’s “Al-Qaida Sanctions List” pursuant to resolution 1267? (<a href="http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml">http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml</a>)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>[ ] Yes</td>
<td>[ ] No</td>
<td></td>
</tr>
<tr>
<td>Is the Prospective partner, or any of its subsidiaries, parent companies or affiliates in violation of UN Sanctions? see link <a href="http://www.un.org/sc/committees/1267/index.shtml">http://www.un.org/sc/committees/1267/index.shtml</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td>[ ] Yes</td>
<td>[ ] No</td>
<td></td>
</tr>
<tr>
<td>Question</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>-------------------------------------------------------------------------</td>
<td>-----</td>
<td>----</td>
</tr>
<tr>
<td>Is the Prospective partner (including any parent, subsidiary or affiliate thereof) or any company or individual associated with the Prospective partner included on the IIC Oil for Food List (<a href="http://www.iic-offp.org/documents/IIC%20Tables%202010-21-2004.pdf">http://www.iic-offp.org/documents/IIC%20Tables%202010-21-2004.pdf</a>)?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Is the Prospective partner (including any parent, subsidiary or affiliate thereof) or any company or individual associated with the Prospective partner currently, or within the past five years has it been, under investigation or sanction by UN Headquarters, its Field Missions or any other UN organizations (including the World Bank) or any government of a UN Member State?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Does the Prospective partner have any pending bankruptcy, judgement or legal action that could impair its ability to continue operating as a going concern?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>At any time, has the Prospective partner or, to the Prospective partner’s actual knowledge, any of its subsidiaries, affiliates or major suppliers been involved in:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>[ ] Human rights abuses</td>
<td></td>
<td></td>
</tr>
<tr>
<td>[ ] Exposure to use of forced labour or compulsory labour</td>
<td></td>
<td></td>
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<tr>
<td>[ ] Use of child labour</td>
<td></td>
<td></td>
</tr>
<tr>
<td>[ ] Sexual abuse, exploitation, discrimination or harassment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>[ ] Sale or manufacture of anti-personnel landmines or cluster bombs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If you checked any of the above boxes, please provide information for all applicable items and indicate whether such involvement has been resolved and how.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>At any time, has the Prospective partner or, to the its actual knowledge, any of its subsidiaries (or companies in which the Prospective partner holds any interest), affiliates or major suppliers been involved in any of the following activities:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>[ ] Manufacture, sale or distribution of any armaments, weapons, other military equipment or related products, or non-dual use components for armaments, weapons, other military equipment or related products</td>
<td></td>
<td></td>
</tr>
<tr>
<td>[ ] Manufacture, sale or distribution of replica arms marketed to children</td>
<td></td>
<td></td>
</tr>
<tr>
<td>[ ] Marketing of breast milk substitutes contrary to the WHO Guidelines on Marketing Breast Milk Substitutes (or the manufacture of breast milk substitutes the marketing of which is contrary to the WHO Guidelines)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>[ ] Manufacture, sale or distribution of tobacco or tobacco products</td>
<td></td>
<td></td>
</tr>
<tr>
<td>[ ] Programmes, initiatives, research or projects directly or indirectly endorsed, funded or promoted by the tobacco industry or a subsidiary of a tobacco company</td>
<td></td>
<td></td>
</tr>
<tr>
<td>[ ] Gambling (other than lotteries with charitable objectives)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>[ ] Manufacture, sale or distribution of pornography</td>
<td></td>
<td></td>
</tr>
<tr>
<td>[ ] Exploration for or extraction of natural resources</td>
<td></td>
<td></td>
</tr>
<tr>
<td>[ ] Environmental degradation (including pesticides/herbicides subject to international bans or phase-outs, asbestos, ozone-depleting substances or other activities that do not comply with local and/or international environmental standards)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>[ ] Financing or promotion of terrorism or entities that are classified as terrorist or paramilitary organizations</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If you checked any of the above boxes, please describe the past and present level of involvement in each item listed above.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
During the last 3 years, has the Prospective partner or, to its actual knowledge, any of its subsidiaries, affiliates, been the subject of allegations, investigations or claims for:

- [ ] Fraud
- [ ] Corruption
- [ ] Unfair business conduct
- [ ] Tax evasion
- [ ] Money laundering
- [ ] Financing of terrorism
- [ ] Child labor
- [ ] Slavery
- [ ] Bonded labor
- [ ] Environmental Crimes

If you checked any of the above boxes, please provide information for all applicable items and indicated whether such involvement has been resolved and how.

During the last three years, has the Prospective partner been the subject of any major campaign or criticism by a civil society organization, local community, government or other entity?

- [ ] Yes
- [ ] No

If yes, please explain, including measures taken by the Prospective partner to address such campaign or criticism. Please also indicate if the Prospective partner has knowledge of any major campaign or criticism that may be impending.

Is the Prospective partner ineligible to obtain a donor or contributor code by virtue of engaging in activities which are on the IFC/IDA private donation exclusion lists (see link [IFC Exclusion List](#))?

- [ ] Yes
- [ ] No

Has the Prospective partner participated or is currently participating in World Bank projects?

- [ ] Yes
- [ ] No

If yes, list same and state whether performance has been satisfactory.

Are there any other conditions that might disrupt a partnership if one were to result?

- [ ] Yes
- [ ] No

Disclose any other information not otherwise requested above that, in the Prospective partner’s judgment, could be material to a partnership with the Global Forum or that the Prospective partner believes should be considered and reviewed in commencing a partnership with a Prospective partner.

### 7. IDENTIFICATION OF RISKS OF ENGAGEMENT WITH PARTNER AND CONCLUSIONS REACHED (for GF SECRETARIAT only)

The following areas of risks have been identified in connection with proposed partner:

- [ ] Fraud and corruption, debarment, suspension, engagement in excluded activities
- [ ] Lack of longevity, poor record of accomplishment
- [ ] Partner or its key contacts could be Politically Exposed Persons or the family and associates of such Persons
- [ ] Poor corporate governance
- [ ] Criminal and civil litigations, proceedings, claims and investigations
- [ ] Non-alignment of motivation with underlying strategy
- [ ] Special arrangements or policy exceptions being requested
<table>
<thead>
<tr>
<th>Risk Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lack of added value of partner role(s) in light of development context</td>
</tr>
<tr>
<td>Actual or perceived conflict of interest</td>
</tr>
<tr>
<td>Potential for unfair advantage</td>
</tr>
<tr>
<td>Likelihood of reputational damage by association at country level</td>
</tr>
<tr>
<td>Other risks potentially affecting the GF’s reputation</td>
</tr>
<tr>
<td>No risks identified</td>
</tr>
</tbody>
</table>

The conclusion reached about the partner is as follows:

[Fill in with evidence based concluding remarks]

Prepared by:                     Date:
S. Guidelines for the Disbursement and Management of Funds Allocated to Global Forum Projects (08/25/2016)

For purposes of these guidelines, “funding” / “funds” shall refer to financial and monetary contributions made to Global Forum projects and/or, as applicable, multi-donor or single donor trust funds, pursuant to Section VI.B of the Global Forum Charter. Intellectual contributions, such as in-kind contributions, shall be governed Section VI. A of the Global Forum Charter, and the rules and procedures of the recipient.

1. A Global Forum project is defined as a project proposal having received the endorsement of TWG or CoP co-leaders. Project proposers and co-leaders are responsible for seeking funding, with the assistance of the Global Forum Secretariat.
2. Funding of projects is subject to the approval of the Steering Committee, as well as the availability, readiness and financial capability of donors, and the ability of executing partners to absorb certain costs and requirements associated with reporting and project implementation.
3. As they become available, funds shall be allocated to the implementation of projects.
4. Funds shall be preferably channeled directly through the co-leaders or executing partners of the project, who will then trickle down funds to the implementing partners.
5. Provided that other fund allocation mechanisms cannot be agreed upon, donors may indicate their preference for having the World Bank serve as an executing partner, subject to its own rules and procedures as applicable to Externally-Financed Outputs (EFO instrument).
6. Procurement and reporting will be subject to the rules and procedures of the donors and the executing partners, including overhead and fund management fees.
7. A copy of the reporting documents shall be transmitted, for review, to the Steering Committee.