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Partnerships and DFI Engagement Strategy

Chapter 1 — Engagement Principles

Preamble and Applicability. This Strategy is issued under the GSIA Charter and read consistently with Documents 00–13. It governs how GSIA engages Development Finance Institutions (DFIs), regulated private finance, and strategic networks to mobilise and steward financing for GSIA-mandated programmes executed by GSIA AB under SLA and, where applicable, by DESA-class implementing agencies (e.g., SUDESA, CODESA, and successor DESA units) operating within Flowhub custody and domestication gates. Publication remains a control with lawful redaction and time-limited deferrals. Controller/processor roles are explicit; DPIAs apply to partner data; IAM, immutable logs, and encryption standards are observed. Hosted Ownership perimeters apply ring-fencing, non-attachment, negative pledge, discrete ledgers and bank accounts, and an unconditional reversion covenant without private distribution of value.

- **1.1 Constitutional Position and Separation of Functions.** The GSIA SCE defines engagement policy, approves partnership instruments, and receives assurance outputs; GSIA Holding AB maintains canonical engagement standards, due-diligence taxonomies, financing model libraries, and publication templates; GSIA AB conducts day-to-day engagement, pipeline development, and execution under SLAs; Agenda 74 Agency may serve, by resolution, as the initial performer and operational accelerator for early-phase programmes, with planned handover to DESA implementers following domestication gates; DESA entities (e.g., SUDESA, CODESA) act as recipient-operators of programme funds and implementing bodies under Flowhub's fiduciary controls, ensuring that resources are not diluted through general government treasuries. This separation preserves independence, verifiability, and lawful custody.
- **1.2 DFI-Aligned Principles.** Engagement is anchored in reasoned conformity with DFI expectations and strategic frameworks, including but not limited to regional and bilateral DFIs and development finance actors (e.g., AfDB High 5s, Swedfund, Finnfund, Nordic Development Fund, EU facilities, and comparable institutions). GSIA aligns proposals, appraisal materials, and safeguards to the applicable DFI mandate, additionality tests, ESG standards, gender and inclusion requirements, climate metrics, procurement integrity, and results-measurement systems. Divergence from a DFI standard requires a reasoned equivalence analysis and approval by SCE resolution.
- **1.3 Regulated Private Finance and Strategic Networks.** GSIA engages regulated private bankers and investors, including those operating under EU and national prudential regimes, and strategic networks such as the European Microfinance Network, to crowd in capital where appropriate through co-financing, risk-sharing, or pipeline intelligence. Such engagement is conditioned on acceptance of GSIA fiduciary controls, publication doctrine, ESG and data-protection safeguards, and domestication timelines. Unregulated or opaque funding channels are out of scope.
- **1.4 Financing Architecture and Transparency Frameworks.** Where applicable and feasible, GSIA interfaces with Integrated National Financing Frameworks (INFFs) to ensure that programme funding is visible within national financing strategies and budget classifications, without derogating ring-fencing or custodial integrity. For programme-level transparency, GSIA applies an EFFORT-style disclosure



architecture linking Expenditure, Financing sources, Flowhub custody status, Outputs, Results, and Transition/domestication milestones, thereby enabling DFIs and partners to trace value to verified results and readiness gates.

- **1.5 Use of DESA as Recipient-Operator.** To mitigate fungibility risk and preserve programme intent, GSIA ordinarily designates an appropriate DESA-class recipient (e.g., SUDESA, CODESA, or regionally adapted DESA) as the funding recipient and operator, rather than line ministries or general treasuries, unless a DFI expressly requires sovereign receipting and adequate safeguards exist. DESA entities operate under Flowhub custody, discrete ledgers and bank accounts, negative pledge and non-attachment, and a binding reversion covenant to the Member upon readiness. This structure creates a bankable, ring-fenced channel that can be independently validated and later domesticated into public custodianship.
- **1.6 GSIA** as Bridge and Custodian. GSIA functions as the bridge between programme sponsors (e.g., EUSL for PCPP and PCGG) and implementing DESA units, ensuring that financing conditions, ESG and data-protection safeguards, MEL and evaluation standards, and domestication gates are front-loaded in engagement instruments. Agenda 74 Agency may be mandated to perform during early cycles to establish controls, train local teams, and reach dual-key domestication, followed by lead-role transition and system handover to DESA, and ultimately to Member authorities upon readiness certification.
- **1.7 Pipeline Integrity and Appraisal Readiness.** Engagement proceeds only on pipelines that pass eligibility tests (Document 04), possess ring-fencing feasibility, and present MEL-ready logic models with verifiable indicators. Each pipeline item maintains an Appraisal Dossier comprising feasibility studies, safeguards screening, controller/processor mapping and DPIAs, procurement strategy, domestication gate plans, Flowhub custody design, and co-financing term sheets. Dossiers are publication-ready with lawful redaction.
- **1.8 Conflicts, Recusal, and Publication.** Engagement decisions adhere to conflicts and recusal rules (Document 05), with publication of partnership instruments and term sheets subject to lawful redaction. Deferrals for procurement sensitivity or negotiation integrity are time-limited and recorded with sunset review. Any remuneration or fee arrangements for partners are disclosed and must comply with cost-recovery and no-profit rules.
- **1.9 Data-Protection and Sovereignty.** Partner data and co-financing records are processed under explicit controller/processor allocations and DPAs. DPIAs are mandatory for high-risk processing (e.g., cross-border transfers, special category data in beneficiary targeting). Evidence repositories and communications are encrypted and logged immutably. Sovereign localisation requirements are respected through in-country custody or escrow mechanisms without defeating verifiability.
- **1.10 Domestication Alignment.** Engagement terms anticipate domestication gates from inception. DFIs and partners are apprised of the shadowing \rightarrow dual-key \rightarrow lead-role \rightarrow handover \rightarrow legal localisation \rightarrow readiness certification progression. Conditions precedents/subsequents, tranche logic, and step-in rights are aligned to these milestones. Hosted Ownership survivals (audit, records, warranties, liabilities) are embedded in all engagement instruments.
- **1.11 Assurance and Interfaces.** External validation and peer review (Document 09) may be commissioned at key milestones; financial stress and continuity provisions (Document 10) are integrated into term sheets; compliance, audit, and sanctions (Document 11) are cross-referenced in engagement covenants; data-protection and digital trust (Document 12) inform controller/processor clauses and technical annexes. Publication registers and rectification dockets are maintained.



1.12 Conclusion and Applicability Statement. The foregoing principles apply to all GSIA engagements with DFIs, regulated private finance, and strategic partnerships. Departures require reasoned SCE resolution demonstrating equivalence or public-interest necessity, with publication and sunset review.

Chapter 2 — Pipeline Development

- **2.1 Purpose and Constitutional Position.** Pipeline development provides a disciplined, transparent process to identify, prepare, and progress programme and project proposals to bankability and implementation under GSIA custody. It ensures that engagement with DFIs, regulated private finance, and strategic networks proceeds on verifiable evidence, ESG and data-protection safeguards, fiduciary integrity, and domestication feasibility. The GSIA SCE approves pipeline policy and portfolio-level admissions by reasoned resolution; GSIA Holding AB curates the canonical Pipeline Dossier taxonomy and quality thresholds; GSIA AB originates, screens, and advances opportunities under SLAs, in coordination with Agenda 74 Agency for early execution where mandated; DESA entities are positioned as recipient-operators at or before appraisal, unless a justified variance is approved.
- **2.2 Origination Channels and Eligibility Gates.** Pipelines may originate from Member States, RECs, Hybrid RECs, DESA entities, regulated private partners, or DFIs. Admission requires passing the Document 04 eligibility tests, including public-interest alignment, Flowhub ring-fencing feasibility, ESG safeguards screen, controller/processor mapping and DPIA triggers, and domestication pathway demonstrability within a defined horizon. Items failing gates may be re-worked once deficiencies are cured; serial rejections require SCE review before re-submission.
- **2.3** The Pipeline Dossier (Canonical Content). Each pipeline item maintains a living dossier comprising, at minimum: (i) Concept Note with problem definition, theory of change, and alignment to DFI frameworks (e.g., AfDB High 5s or equivalent), REC priorities, and Agenda 2074; (ii) Institutional Map designating DESA as recipient-operator (unless lawfully varied), Agenda 74 Agency's initial performer role (if applicable), and GSIA AB delivery under SLA; (iii) Custody Design with Flowhub account structure, discrete ledgers and bank accounts, negative pledge and non-attachment clauses, escrow and cash waterfalls, step-in provisions, and reversion mechanics; (iv) Safeguards Pack across ESG (Document 06), procurement integrity, sanctions screening, and grievance redress; (v) Digital Trust Pack with controller/processor allocations, records of processing, DPIA scoping, IAM model, logging, encryption and localisation plans (Document 12); (vi) MEL and Evaluation Plan aligned to the Unified MEL Framework (Document 08), with verification methods and independent evaluation triggers; (vii) Financial Model setting capital and operating costs, life-cycle costing, liquidity buffers, and FX profile per Document 10; (viii) Domestication Plan mapping shadowing, dual-key, lead-role, handover, legal localisation, and readiness certification milestones; (ix) Procurement Strategy consistent with Document 06 and DFI standards, with publication and redaction rules embedded; and (x) Publication Synopsis using the EFFORT presentation (Expenditure, Financing, Flowhub custody, Outputs, Results, Transition status).
- **2.4 Screening, Scoring, and Prioritisation.** Screening is risk-based and documented. A scoring matrix assesses strategic fit, bankability, fiduciary readiness, safeguards complexity, political-economy risk, domestication feasibility, and VfM potential. The SCE or its delegated committee approves shortlisting by reasoned resolution, recording conflicts and recusal decisions. Prioritisation may reflect DFI windows, national INFF sequencing, climate or gender priorities, and readiness for rapid deployment.
- **2.5** Appraisal Readiness and Pre-Mandate. Shortlisted items complete pre-appraisal tasks: feasibility and cost-benefit analysis; safeguards instruments; procurement plan; controller/processor



confirmations and DPIA(s); treasury and FX stress tests; draft term sheets and co-financing targets; and domestication gate scheduling. When the dossier attains appraisal readiness, the SCE may issue a **Pre-Mandate Resolution** authorising GSIA AB to engage DFIs and regulated finance counterparties for indicative terms, subject to publication with lawful redaction.

- **2.6 DFI Interface and Document Concordance.** Engagement materials are cross-walked to the targeted DFI's appraisal template and policy matrix while preserving GSIA doctrines. Where a DFI requires sovereign receipting, GSIA proposes lawful work-arounds (e.g., on-granting to DESA with Flowhub custody and publication covenants) or a Hosted Ownership variant maintaining ring-fencing and reversion. Deviations are justified by equivalence analysis and approved by SCE resolution.
- **2.7 Decision Rights, Publication, and Registers.** Pipeline admissions, pre-mandates, and mandate decisions are recorded in the **Pipeline Register** and published with lawful redaction. Deferrals for procurement or negotiation integrity are reasoned, time-limited, and subject to sunset review. The register shows stage, responsible officers, conflicts/recusal entries, next milestones, and domestication status.
- **2.8 Transition to Mandate and Conditions.** A **Mandate Resolution** authorises term-sheet negotiation, procurement of advisors, and submission to DFIs, conditioned on (i) Flowhub custody design finalisation, (ii) safeguards approvals, (iii) MEL and evaluation confirmations, (iv) controller/processor and DPIA approvals, (v) domestication gate acceptance by the Member, and (vi) publication readiness. Conditions subsequent may be attached to tranche releases.
- **2.9 Learning, Quality, and Survivals.** Dossier templates and scoring matrices are periodically improved by GSIA Holding AB based on independent validation results and appeals outcomes (Document 09). Survivals include confidentiality, data-protection duties, audit and access rights, IP in templates and methods, and publication registers.

Chapter 3 — Co-Financing Standards

- **3.1 Purpose and Constitutional Position.** Co-financing standards ensure that multi-source financing (DFIs, bilateral agencies, regulated private finance, philanthropic partners, and Member contributions) is mobilised and stewarded within GSIA's fiduciary, publication, and domestication doctrines. The SCE approves standard terms and model clauses; GSIA Holding AB maintains intercreditor templates, pari passu and waterfall models, and assurance covenants; GSIA AB structures and negotiates transactions under SLA; DESA entities operationalise receipts and disbursements within ring-fenced perimeters.
- **3.2 Structuring Principles.** Co-financing structures must: (i) preserve ring-fencing through discrete accounts and ledgers; (ii) embed negative pledge and non-attachment to prevent encumbrance by unrelated liabilities; (iii) maintain pari passu treatment within classes unless a reasoned variance is approved; (iv) incorporate step-in rights for fiduciary breaches and material safeguard failures; (v) require publication covenants with lawful redaction; (vi) respect controller/processor allocations and DPIA outcomes; and (vii) align tranches to MEL verification and domestication gates.
- **3.3** Intercreditor Arrangements and Waterfalls. Intercreditor deeds define ranking, enforcement standstill, cure rights, information sharing, and publication duties. Cash waterfalls specify priority of payments, reserve accounts (liquidity buffers, O&M, safeguards implementation), and commission accruals to Flowhub within the ≤5% cap unless amended by Charter-conforming resolution. Waterfalls must be algorithmic and auditable, with reconciliations published in summary form.



- **3.4 Blended Finance and Risk-Sharing.** Where risk-sharing is warranted, structures may include guarantees, first-loss tranches, or insurance aligned to Document 10 Chapter 5. Any concessionality is transparently disclosed, with measurable public-interest additionality. Private finance participation is permitted only under regulated institutions accepting GSIA covenants on audit, access, publication, ESG, data-protection, sanctions, and domestication.
- **3.5 DESA as Recipient-Operator.** As a default, co-financing proceeds are receipted by a DESA entity acting as **recipient-operator** within Flowhub custody, rather than general treasuries, to mitigate fungibility risk. Where a DFI requires sovereign receipting, on-granting or on-lending to DESA shall incorporate the same ring-fencing, publication, and reversion covenants, with survival of audit and access rights post-handover for defined periods.
- **3.6 Conditions Precedent and Subsequence.** Standard CPs include: adoption of Flowhub account structures and signatory matrices; execution of DPAs and completion of DPIAs for high-risk processing; approval of safeguards instruments; procurement plan acceptance; domestication gate acceptance by the Member; and establishment of publication registers. Conditions subsequent tie tranche releases to MEL verification, remedies of findings, and domestication milestones.
- **3.7 Procurement, Sanctions, and Ethics.** All co-financed procurements comply with Document 06 and DFI-aligned integrity rules. Sanctions, anti-corruption, AML/CTF, and conflict-of-interest clauses are mandatory and enforceable across co-financiers and implementing counterparts. Violations trigger protective measures, including payment holds, scope reduction, or step-in, without prejudice to investigations under Document 11 and external referrals as required by law.
- **3.8 FX, Liquidity, and Continuity.** Currency of account and hedging strategy follow Document 10, with **no speculative positions**. Liquidity buffers, LCR-style metrics, and continuity covenants (RTO/RPO targets, DR/BCP readiness) are embedded in financing documents. Hosted Ownership portfolios confirm readiness for title reversion without impairing creditor protections.
- **3.9 INFF and EFFORT Interfaces.** Where the Member has an INFF, co-financing is mapped to national financing frameworks for transparency and macro-fiscal coherence while preserving GSIA ring-fencing. Public reporting adopts EFFORT presentation so co-financiers can trace Expenditure, Financing, Flowhub custody, Outputs, Results, and Transition progress, with lawful redaction and time-limited deferrals by reasoned resolution.
- **3.10 Publication and Dispute Logic.** Intercreditor agreements, term sheets, and tranche notices are published with lawful redaction. Disputes follow the Legal Instruments Compendium; where multiple forums exist, coordination orders prevent duplication. Appeals regarding transparency or sanction decisions lie to the Appeals Board under Document 09, without staying protective measures unless a reasoned stay is granted.
- **3.11 Domestication and Exit.** Co-financing agreements anticipate domestication gates and readiness certification. As Members progress to lead-role and handover, governance shifts accordingly; Flowhub commission may taper by reasoned resolution; reversion of title to the Member proceeds upon certification, with survivals—audit rights, records, warranties, liabilities—preserved for defined periods.
- **3.12 Records, Survivals, and Assurance.** Financing instruments, CP/CS compliance packs, reconciliations, MEL verifications, DPIAs, and publication registers are archived for the longer of Charter, statutory, or covenant periods. Survivals include confidentiality, data-protection obligations,



audit and access rights, and IP in templates. Independent validators may be commissioned under Document 09 to opine on adherence to co-financing standards and value-for-money.

Chapter 4 — Bilateral and Multilateral Partnerships

- **4.1 Purpose and Constitutional Position.** Bilateral and multilateral partnerships extend the capacity, legitimacy, and resource base of GSIA-mandated programmes while preserving fiduciary integrity, publication discipline, and domestication trajectories. Partnerships are concluded to mobilise grants, technical assistance, policy coordination, knowledge diplomacy, and co-financed investments aligned with DFI expectations and Member priorities. The GSIA SCE approves partnership instruments by reasoned resolution; GSIA Holding AB maintains canonical MoU and Cooperation Agreement templates, clause libraries for publication, audit, access, and step-in; GSIA AB executes operational engagement; DESA entities implement as recipient-operators under Flowhub custody.
- **4.2 Partner Typologies and Admissibility.** Admissible partners include: bilateral development agencies and cooperation ministries; multilateral organisations and facilities; regional bodies (including RECs and inter-REC platforms); EU instruments and facilities; and UN-system entities operating within their mandates. Admissibility requires demonstrable compatibility with the Charter, acceptance of GSIA publication doctrine, fiduciary controls, ESG safeguards, data-protection standards, and domestication gates. Partners declining these requirements may be engaged only under a reasoned equivalence resolution that preserves verifiability and public-interest protections.
- **4.3 Instruments and Separation of Functions.** Partnerships are formalised through MoUs, Framework Cooperation Agreements, Contribution Agreements, Delegated Cooperation Arrangements, or Joint Implementation Accords. Instruments define scope, governance, fiduciary allocations, publication schedules, and dispute logic; they confirm DESA as the recipient-operator for programme flows except where a DFI or lawful instrument requires sovereign receipting, in which case on-granting to DESA shall carry ring-fencing, publication, and reversion covenants with survival of audit and access rights. Agenda 74 Agency may be designated as initial performer for early cycles, with an agreed handover schedule to DESA aligned to domestication gates.
- **4.4 Fiduciary Controls and Flowhub Custody.** All partnership financing deployed into programmes under GSIA mandate is custodied through **Flowhub** or an approved equivalent that implements discrete bank accounts and ledgers, negative pledge, non-attachment, escrow and waterfalls, four-eyes approvals, segregation of duties, calibrated countersignature thresholds, and step-in rights. Commission on Flowhub remains within the Charter baseline (≤5%) and is ring-fenced to governance, assurance, risk, and capacity; any variance requires Charter-conforming resolution and published justification. Hosted Ownership structures apply identical controls within the ring-fenced perimeter.
- **4.5 Alignment and Concordance.** Partnership designs align with partner frameworks and policies (including, as applicable, DFI strategies, sector policies, gender and inclusion frameworks, climate metrics, procurement rules, and results measurement systems) through documented cross-walks. Where standards diverge, GSIA performs a reasoned equivalence analysis that preserves or enhances safeguards without diluting publication or domestication commitments.
- **4.6 Data-Sharing, Confidentiality, and DPAs.** Data exchange is governed by controller/processor allocations and Data Processing Agreements annexed to the partnership instrument. DPIAs are mandatory for high-risk processing, including cross-border transfers, special category data, or joint analytical platforms. Confidentiality clauses are narrowly tailored to lawful interests, without defeating publication as a control; any deferrals are reasoned, time-limited, and recorded with sunset review.



- **4.7 Procurement Integrity and ESG Safeguards.** Joint or delegated procurement follows the ESG and fiduciary standards (Document 06) and applicable partner rules where more stringent. Sanctionable practices trigger protective measures, including payment holds, enhanced monitoring, scope reductions, or step-in. Grievance redress mechanisms are maintained and published; whistleblower protections apply under the Compliance, Audit, and Ethics Code (Document 11).
- **4.8 INFF and Programme Transparency Interfaces.** Where the Member uses an Integrated National Financing Framework (INFF) or equivalent, partnership contributions are mapped to the Member's classification for macro-fiscal coherence. Programme transparency adopts the EFFORT presentation—Expenditure, Financing sources, Flowhub custody, Outputs, Results, and Transition—without derogating GSIA publication doctrine or the lawfulness of redaction and deferral.
- **4.9 Knowledge Diplomacy and Capacity Exchange.** Partnerships may include structured knowledge diplomacy, secondments, and exchanges aligned to Document 19, with explicit domestication objectives. DESA entities are the default locus for capacity transfer; curricula follow learn-by-doing design tied to domestication gates, with readiness certification contingent on verified outcomes.
- **4.10 Decision Rights, Conflicts, and Publication.** Partnership approvals, amendments, and renewals are adopted by SCE resolution. Conflicts and recusals are recorded and published with lawful redaction. Core texts, annexes, and contribution schedules are published; deferrals for negotiation or security sensitivity are reasoned, time-limited, and sunset-reviewed. Execution reports, tranche notices, and corrective actions are disclosed per the Financial Transparency chapter (Document 13).
- **4.11 Dispute Logic and Survivals.** Disputes follow the Legal Instruments Compendium; coordination orders avoid duplication where multiple forums exist. Survivals include audit and access rights, publication registers, confidentiality limited to lawful scope, data-protection obligations, and IP in templates and methods. Termination or exit follows Document 10 (Exit and Wind-Down) without prejudice to reversion covenants.

Chapter 5 — Private Finance and Philanthropy

- **5.1 Purpose and Constitutional Position.** Engagement with regulated private finance and philanthropy broadens the capital base and diversifies instruments while maintaining GSIA's non-profit character, fiduciary integrity, and publication discipline. The GSIA SCE sets policy and approves instruments; GSIA Holding AB maintains clause libraries for regulated finance, blended structures, impact metrics, and donor conditions; GSIA AB conducts execution under SLAs; DESA entities operationalise receipts and disbursements within ring-fenced perimeters. Hosted Ownership may be used to secure bankability, subject to ring-fencing and reversion.
- **5.2 Admissibility and Regulatory Status.** Private finance counterparties must be subject to recognised prudential supervision, AML/CTF compliance, sanctions screening, and fit-and-proper governance. Philanthropic actors (foundations, endowments, charitable trusts) must demonstrate lawful purpose, beneficial ownership transparency where required, and acceptance of GSIA publication and fiduciary covenants. Unregulated or opaque vehicles are out of scope.
- **5.3 Structuring and Instruments.** Permissible instruments include co-investment, senior/pari passu debt, guarantees, first-loss tranches, insurance-wrapped risk transfer, and programme-aligned funds; as well as donations, results-based grants, and endowments. All structures preserve ring-fencing through discrete accounts and ledgers, negative pledge and non-attachment, escrow and cash waterfalls, four-eyes approvals, segregation of duties, and step-in rights. Any return profiles must be



proportionate, transparent, and consistent with public-interest outcomes; there is no private distribution from ring-fenced grants and pooled funds. Flowhub commission remains within the constitutional baseline (≤5%) absent a Charter-conforming amendment.

- **5.4 Alignment with Results and Safeguards.** Private finance participation is tied to Unified MEL indicators and verification schedules; results-based features, where used, are based on verifiable outputs and outcomes, not solely financial throughput. ESG safeguards, gender and inclusion standards, procurement integrity, and data-protection controls are embedded as binding covenants. Non-compliance triggers protective measures and may lead to suspension or exit.
- **5.5 Transparency and Publication.** Term sheets, intercreditor deeds where applicable, contribution agreements, and results-based payment schedules are published with lawful redaction; deferrals for market sensitivity are reasoned, time-limited, and recorded with sunset review. A Private Finance and Philanthropy Register discloses counterparties (subject to lawful redaction), instruments, amounts, maturities, risk-sharing terms, and results linkages.
- **5.6 Conflicts, Recusal, and Ethics.** Engagements adhere to conflict-of-interest rules (Document 05) and the Sanctions Grid and Enforcement regime (Document 11). Any equity or contingent remuneration for GSIA personnel or advisors linked to private transactions is prohibited. Success fees for third-party advisors, where allowed, are capped, disclosed, and conditioned on compliance and value-for-money.
- **5.7 FX, Liquidity, and Continuity.** Financing documents adopt treasury risk controls per Document 10: currency matching, hedging solely for risk reduction, liquidity buffers, and continuity covenants for critical services. No speculative positions are permitted. Hosted Ownership portfolios confirm continuity readiness and title reversion mechanics without impairing creditor protections.
- **5.8 Philanthropic Flows and Conditionality.** Donations, challenge funds, and endowments are receipted by DESA entities as recipient-operators within Flowhub custody, not by general treasuries, to prevent fungibility. Conditionalities shall not weaken publication doctrine, data-protection obligations, or domestication gates. Donor-directed visibility is accommodated through lawful publication and EFFORT-style transparency.
- **5.9 INFF and Market Listening.** Where an INFF exists, private and philanthropic flows are mapped for macro-fiscal coherence while preserving ring-fencing. Market-listening is conducted through regulated networks and platforms (including microfinance and impact-finance associations) to inform pipeline development, without granting preferential access or compromising procurement integrity.
- **5.10 Domestication and Exit.** Private and philanthropic instruments anticipate domestication gates and readiness certification. Tapering of Flowhub commission and GSIA operational presence may be adopted by reasoned resolution as Members assume lead roles. Exit and wind-down follow Document 10, preserving survivals: audit and access rights, records, warranties, and liabilities.
- **5.11 Records, Survivals, and Assurance.** Instruments, approvals, reconciliations, MEL verifications, DPIAs, and publication registers are archived for the longer of Charter, statutory, or covenant periods. Survivals include confidentiality, data-protection obligations, audit and access rights, and IP in templates and methods. Independent validators may be commissioned under Document 09 to opine on adherence to standards and value-for-money.