

**FORTROLIG**

I h.t. Beskyttelsesinstruksen,  
jfr. offentlighetslovens  
§ 5A jfr. forvaltnl. § 13

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M Ø T E R E F E R A T

Dato: 01.04.98  
Sted: Grameen Bank  
Til stede: Managing Director Grameen Bank Professor Mohammad Yunus  
Managing Director Grameen Shamogree Masud Isa  
Managing Director Grameen Shakti Barua Dipal  
HFL  
EL

godkjent 2/4

Hans Fredrik Lønn

A 97/00051-36

**Sak: AVTALEN MELLOM GRAMEEN BANK OG GRAMEEN KALYAN**

Møtet var kommet i stand på Grameen Banks initiativ for å diskutere brev fra ambassaden til ERD av 18.03.98. Basert på ambassadens brev hadde ERD skrevet brev til Grameen Bank, som ambassaden ikke hadde fått kopi av. Grameen Bank skulle ha svart på brevet, men ambassaden hadde heller ikke fått kopi av dette brevet.

Ambassaden gjentok innledningsvis hovedkonklusjonen i ambassadens brev til ERD.

Yunus delte deretter ut og leste opp to notat, begge datert 31.03.98, som inneholdt Grameen Banks kommentarer til ambassadens brev til ERD og alternative forslag for å imøtekomme ambassadens og NORADs standpunkt. Notatene er vedlagt dette referatet.

De ulike forslagene i de utdelte notatene ble ikke diskutert, men fra ambassadens side ble det påpekt uoverensstemmelser mellom opplysninger gitt i de to notatene og det som tidligere hadde vært informert i brev til ambassaden. Dette inkluderte:

1. Ambassaden hevdet at hensynet til å redusere skattebyrden på Grameen Banks hånd ikke kunne gjøres gjeldende for de midlene som var omfattet av det rullerende fond for huslån, fordi det etter avtalen mellom Grameen Bank og Grameen Kalyan ikke skulle betales renter fra Grameen Bank til Grameen Kalyan for den delen av lånet fra Grameen Kalyan. Yunus hevdet at skattemotivet ikke var den viktigste begrunnelsen for den avtalen som var inngått mellom Grameen Bank og Grameen Kalyan. Fra ambassadens side ble det nevnt at dette ble oppgitt som hovedgrunnen i det første møtet om denne saken med Yunus i desember.
2. I det andre notat ble det hevdet angående det rullerende fondet for huslån: *"No fund from this source has been or will be used in future for purposes other than financing GB members' housing loans."* Ambassaden framholdt at avtalen mellom Grameen Bank og Grameen Kalyan åpner for, og Grameen Banks brev av 08.01.98 bekrefter Grameen Banks intensjon om at Grameen Bank kan betale tilbake avdrag på lånet til Grameen Kalyan. Det er i avtalen ikke gjort unntak for det rullerende fond for huslån. Det ble derfor påpekt fra ambassadens side at mulighetene for tilbakebetalinger er åpnet, og at det ikke er noen garanti i avtalen for at dette ikke vil skje. Grameen Bank uttrykte at de kunne være villig å se på teksten i avtalen på nytt.
3. Ambassaden framhevet at opplysningen i ett av notatene at Grameen Kalyan kun skal investere inntektene og ikke basere sine investeringer på tilbakebetalinger av det utestående lånet til Grameen Bank, kunne være riktig for det som hadde skjedd så langt, men avtalen mellom Grameen Bank og Grameen Kalyan åpner opp for tilbakebetalinger og dermed også for investeringer av slike tilbakebetalinger i regi av Grameen Kalyan. I så fall vil midlene være brukt til noe annet enn de var bevilget for.

4. Til påstanden i ett av notatene om at "grant is not equity" hevdet ambassaden at tilskudd fra giverne ikke var gjeld, og dermed var det egenkapital for Grameen Bank. Derfor innebar transaksjonen og avtalen mellom Grameen Bank og Grameen Kalyan en reduksjon av verdien av aksjene til eierne av Grameen Bank, siden tilskuddene fra giverne gjennom avtalen hadde blitt omgjort til gjeld. Yunus syntes å være enig i dette.

Ambassaden understreket det langvarige og gode samarbeidet mellom ambassaden/NORAD og Grameen Bank, og framholdt at saken burde løses snarest mulig slik at den ikke ville bli kjent og bli brukt til å skade Grameen Bank. Det ble videre understreket at ambassaden og NORAD hadde behandlet saken strengt fortrolig, og få personer var involvert.

Yunus uttalte at ambassaden/NORAD alltid hadde vært en sterk støttespiller for Grameen Bank, og at de hadde hatt problemer med en annen giver. Han uttrykte at han hadde foretrukket at saken hadde blitt tatt opp direkte med Grameen Bank, for når regjeringskontorer ble involvert var det alltid en risiko for at opplysninger kunne komme ut og bli misbrukt.

Ambassaden opplyste at avtalen om støtte til Grameen Bank var mellom de to lands regjeringer og at det derfor var rimelig at saken ble tatt opp med avtalepartner først, slik at en kunne ha en felles forståelse av hvordan avtalen skulle tolkes. Det ble understreket fra ambassadens side at hensynet til konfidensiell behandling også hadde blitt understreket i møtet med Secretary, ERD.

Yunus mente at avtalen mellom Grameen Bank og Grameen Kalyan ikke var i strid med avtalene mellom Bangladesh og Norge om støtte til Grameen Bank Phase IV (1993-97). Ambassaden gjentok at NORAD hadde vurdert det slik at det ikke var samsvar mellom de to avtalene, og mente at Grameen Bank burde kansellere avtalen med Grameen Kalyan. Yunus hevdet at dette ikke var nødvendig, for de hadde ikke brutt avtalen mellom Norge og Bangladesh om støtte til Grameen Bank. Ambassaden mente da at dette spørsmålet måtte avgjøres av andre. Yunus var enig i at andre fikk avgjøre, selv om det ville føre til at saken i så fall ville bli videre kjent.

Ambassaden konkluderte med at de to notatene ville bli studert og saken ville bli forelagt NORAD på nytt.

Begge parter uttrykte ønske om å forsøke å finne en løsning på uenigheten.

*Einar Landmark*

*2/4/98*

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Minutes

In h.t. Protection instruction,

Cf. offentllghetslovena

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Date:

Location:

Present:

01,04.98

Grameen Bank

Managing Director of Grameen Bank Professor Muhammad Yunus

Managing Director Grameen Shamogree Masud Isa

HFL

Managing Director, Grameen Shakti Dipal Barua .. CJ

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Item: AGREEMENT BETWEEN Grameen Bank and Grameen Kalyan

The meeting was being held on the Grameen Bank's initiative to discuss the letter from the embassy

ERD of 03/18/1998. Based on the Embassy's letter ERD had written letters to the Grameen Bank,

that the embassy had not received a copy of. Grameen Bank would have answered the letter, but

the embassy had not received a copy of this letter.

The embassy reiterated in the introduction the main conclusion of the embassy letter to the ERD.

Yunus shared out and then read out the two notes, both dated 31.3.1998, which contained the Grameen

Bank's comments on the embassy's letter to the ERD and alternative proposals to meet Embassy and NORAD stand. The notes are attached to these minutes.

The various proposals in the dividends notes were not discussed, but from the embassy's side was

pointed out inconsistencies between the statements made in the two notes and the former had been informed in a letter to the embassy. This included:

I. The embassy argued that the objective of reducing the tax burden on the Grameen Bank's hand does not

could be applied to the funds that were covered by the revolving fund for mortgages, because under the agreement between Grameen Bank and Grameen Kalyan would not be paid interest from the

Grameen Bank Grameen Kalyan for the part of the loan from Grameen Kalyan. Yunus claimed that the tax scene was not the main reason for the agreement was signed between

Grameen Bank and Grameen Kalyan. From the embassy's side, it was mentioned that this was

provided

as the main reason in the first meeting on this issue with Yunus in December.

2. In the other note, it was claimed about the revolving fund for mortgages: "No fund from this source has been or will be exceptional in the future for purposes other than financing GB members'

loans housing. ". The embassy maintained that the agreement between Grameen Bank and Grameen

Kalyan open, and the Grameen Bank's letter of 01/08/1998 confirms the Grameen Bank's intention

that the Grameen Bank to repay principal on the loan to Grameen Kalyan. The transaction is not made for the revolving fund for home loan. It was therefore pointed out that the embassy's side the possibility of refunds has been opened and that there is no guarantee in the agreement that this

will not happen. Grameen Bank expressed that they might be willing to look at the text of the agreement again.

3. The embassy noted that the information in one of the notes that Grameen Kalyan only be investment income and not base their investments on the repayment of the outstanding loan to Grameen Bank, could be right for what had happened so far, but the agreement between Grameen Bank and Grameen Kalyan open up back payments and thereby for investments of such repayments under the auspices of Grameen Kalyan. In this case, the funds will be

used for anything other than they were allocated for.

'.. "':

4. The assertion in one of the notes that "the grant is not equity" the embassy said that the grant from the donors were not debt, and thus there was equity for the Grameen Bank. Therefore involved

transaction and, the agreement between Grameen Bank and Grameen Kalyan a reduction of the value

shares to the owners of Grameen Bank, since the contributions from donors through the agreement had

been converted into debt. Yunus seemed to agree with this.

The Embassy emphasized the long-term and good cooperation between the embassy and NORAD and the Grameen Bank, and maintained that the matter should be resolved as soon as possible so that it would not be

known and used to damage the Grameen Bank. It was further stressed that the embassy and NORAD had considered the matter strictly confidential, and few people were involved.

Yunus said that the embassy and NORAD had always been a strong supporter of the Grameen Bank, and that they had had problems with another donor. He expressed that he had preferred that the matter had been raised directly with the Grameen Bank, for when Government offices were involved it was always easier to get the information out and r

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The embassy said the agreement for support to the Grameen Bank was between the two countries

governments and that it was therefore reasonable that the matter was raised with the contracting party first, so that a common understanding, description of how the agreement should be interpreted. It was emphasized from

Embassy page that the interests of confidentiality had been emphasized in the meeting with the Secretary, ERD.

Yunus said that the agreement between Grameen Bank and Gram ~ ~ Kalyan was not in conflict with

agreements between Bangladesh and Norway for support to the Grameen Bank Phase IV (1993-97).

The embassy reiterated that NORAD had considered it so that there was no correlation between the two

agreements, and said that Grameen Bank should cancel the agreement with Grameen Kalyan.

Yunus

claimed that this was not necessary, for they had not violated the agreement between Norway and

Bangladesh for support to the Grameen Bank. The embassy said then that this question had decided by others. Yunus agreed that others got to decide, even if it would cause the case in which

there would be further known.

The embassy concluded that the two notes would be studied and the matter would be referred to the

NORAD again.

Both parties expressed the desire to try to find a solution to the controversy.