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OMB No. 1124-0006; Expires July 31, 2023

U.S. Department of Justice
Washington, DC 20530

Exhibit A to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
Center for International Policy

2. Registration Number
6896

3. Primary Address of Registrant
2000 M Street, NW, Suite 720, Washington, DC 20036

4. Name of Foreign Principal
Norwegian Agency for Development Cooperation
(Latin America Project)

5. Address of Foreign Principal
Bygdoy alle 2, 0257
Oslo
NORWAY

6. Country/Region Represented
NORWAY

7. Indicate whether the foreign principal is one of the following:

- [x] Government of a foreign country [1]
- [ ] Foreign political party
- [ ] Foreign or domestic organization: If either, check one of the following:
  - [ ] Partnership
  - [ ] Corporation
  - [ ] Association
  - [ ] Committee
  - [ ] Voluntary group
  - [ ] Other *(specify)* _____
- [ ] Individual-State nationality _____

8. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant
Section for Climate, Forests and Green Economy

b) Name and title of official with whom registrant engages
Mette Moglestue, Acting Director

1 "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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9. If the foreign principal is a foreign political party, state:

a) Name and title of official with whom registrant engages

b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Owned by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Directed by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Controlled by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Financed by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐

11. Explain fully all items answered "Yes" in Item 10(b).

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

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EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

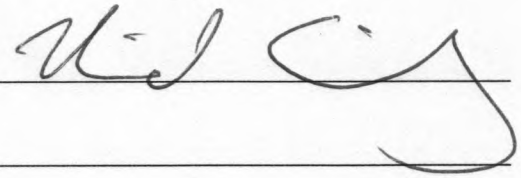
Date	Printed Name	Signature
11/13/2020	Richard Eisenberg	/s/Richard Eisenberg

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EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
11/13/2020	Richard Eisenberg	

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OMB No. 1124-0004; Expires July 31, 2023

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at https://www fara.gov.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: https://www fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www fara.gov .

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant	2. Registration Number
Center for International Policy	6896

3. Name of Foreign Principal

Norwegian Agency for Development Cooperation (Latin America Project)

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. What is the date of the contract or agreement with the foreign principal? 01/01/2019

8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

See Appendix for Response

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9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

See Appendix for Response

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act[1].

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

See Appendix for Response

11. Prior to the date of registration[2] for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☒ No ☐

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

See Appendix for Response

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
		See Appendix for Response	

12. During the period beginning 60 days prior to the obligation to register[3] for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☒ No ☐

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
12/20/2019	Norwegian Agency for Development Cooperation	Grant payment (Latin America Project)	$ 1,101,737.00
			$ 1,101,737.00

13. During the period beginning 60 days prior to the obligation to register[4] for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☒ No ☐

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
		See Appendix for Response	

1 "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party

2,3,4 Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such

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EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

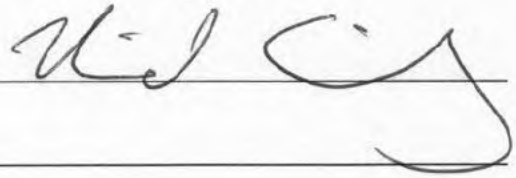
Date	Printed Name	Signature
11/13/2020	Richard Eisenberg	/s/Richard Eisenberg

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EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
11/13/2020	Richard Eisenberg	

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Appendix
Response to Item 8

Item 8: Describe fully the nature and method of performance of the above indicated agreement or understanding.

The Latin America Project's objective is to achieve a measurable reduction in destruction of native ecosystems, including tropical forests linked to commodity agriculture in Latin America, with a primary focus on the Brazilian Cerrado, the Bolivian Amazon Basin, and the Argentinian and Paraguayan Gran Chaco. The intended outcomes include:
- Outcome 1: Soy traders adopt and implement mechanisms to dramatically reduce destruction of native ecosystems connected to soy across key soy-growing regions in Latin America.
- Outcome 2: Cattle processors in Latin America adopt and implement mechanisms to reduce the destruction of native ecosystems for cattle production with respect to human rights.
- Outcome 3: An engaged civil society is effectively mobilized to demand government action; the enforcement of existing law; and the development of fiscal policies by donor governments, agencies, and organizations to advance NDNE polices in relation to the production of soy and beef in Latin America.

The planned main products of the Project are:
- Commercial soy users (Consumer Facing Companies); meat, dairy and other producers; and retailers a) adopt and b) implement No Deforestation, No Exploitation policies consistent with FPIC for soy.
Sub-Outcome 1.2) Institutional investors and financiers (Key Influencers) take measurable action calling on soy traders (Upstream Actors) to adopt policies to eliminate deforestation.
- The expansion of a) the geographic scope of and b) the number of actors (Decision Makers, Key Influencers) party to the Cattle Moratorium in Latin America.
- Consumer-facing commercial beef/leather/tallow end-users and retailers a) adopt and b) implement No Deforestation, No Exploitation policies consistent with FPJC for cattle.
- An engaged civil society effectively mobilized to demand government action on conservation and human rights related to soy and/or cattle production.
- Large companies in France report on and act to m1t1gate and/or eliminate deforestation and human rights abuses in their supply chains in compliance with "devoir de vigilance."
- Donor governments, agencies, and organizations (e.g., the World Bank, IFC, IDH, Interamerican Development Bank), as well as private finance sources, provide complementary financial support to incentivize private sector action on soy and cattle.

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Appendix
Response to Item 9

Item 9: Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The planned main services of the Project are:
- Public advocacy campaigns urging Consumer Facing Companies/Commercial Users and their supplying Upstream Actors in key consumer and producer countries to a) adopt and b) implement No Deforestation, No Exploitation policies consistent with FPIC for soy.
- Direct engagement with Consumer-Facing Companies/Commercial Users, and their supplying Upstream Actors through one on one meetings, conversation, correspondence, and trade associations and other industry mechanisms.
- Direct engagement with investors and financiers (Key Influencers) to advocate for their publication of analysis, letters and shareholder resolutions calling on soy companies to stop deforestation through meetings, conversations, correspondence, supplying materials and reports, one-on-one and/or through sectorial mechanisms.
- Internal document on public opinion and values-based communication strategies for key countries/regions to guide campaign messaging Output
- Investigative reports tying Commercial Beef Users in Latin America and internationally to deforestation, land-grabbing, and attacks on Indigenous land defenders, as well as the broader climate impacts of cattle.
- Public advocacy campaigns urging Consumer Facing Companies/Commercial Users and their supplying Upstream Actors in key consumer and producer countries to a) adopt and b) implement No Deforestation, No Exploitation policies consistent with FPIC for beef and other cattle products.
- The development and implementation of public advocacy campaigns urging governments in key consumer and producer countries to adopt and implement No Deforestation, No Exploitation policies consistent with FPIC for soy and/or beef.
- Engaged both upstream actors and consumer facing companies in legal correspondence, and implemented public pressure to compel compliance with the recently enacted devoir de vigilance.
- Education and collaboration with donor governments, agencies, and organizations (e.g., the World Bank, IFC, IDH, Interamerican Development Bank), as well as private financial sources, to develop model policies and actions to further incentivize private sector action on soy and cattle.

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Appendix
Response to Item 10

Item 10: Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act. If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

While Registrant does not concede that its activities will constitute "political activities" as that term is defined in Section 1(o) of the Act, Registrant is responding affirmatively in light of recent opinions from the FARA office suggesting that the office may view certain activities as falling within the definition.

Such activities include (i) direct engagement with executives of United States companies that produce, purchase, trade or manufacture soy and cattle products and with non-government organizations that work on similar issues; (ii) public awareness-raising about environmental and social sustainability issues concerning soy and cattle products, including through the preparation and publication of reports, briefings, blogposts, media work and posts on social media outlets (Facebook, Twitter and Instagram); and (iii) attendance at, and participation in, roundtable fora, multi-stakeholder platforms, and conference events at which United States persons will be present.

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Appendix

Response to Item 11-Desc

While Registrant does not concede that its prior activities have constituted "political activities" as that term is defined in Section 1(o) of the Act, Registrant is responding affirmatively and submitting this filing in light of recent opinions from the FARA office suggesting that the office may view certain activities as falling within the definition.

Such activities include (i) reports, briefings, and blog posts relating to United States companies or companies with operations in the United States; (ii) public actions, speaking engagements, or media work in the United States; (iii) direct engagement with United States companies or companies with operations in the United States; and (iv) initial conversations with a network of non-government organizations regarding federal and state policies to encourage reductions in deforestation.

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Appendix

Response to Item 11-Detail

Date	Contact	Method	Purpose
08/01/2019	Public; Cargill	Conducted desk studies of soy and cattle supply chains of several big traders - JBS, Cargill, Bunge - and produced the following reports on their activities: The Companies Behind the Burning of the Amazon and Cargill the Worst Company in the World. We shared privately the Cargill report with the company.	public awareness
12/03/2019	Public	Published a blog post about Cargill's announcement regarding the company's proclaimed contribution to climate change.	public awareness
12/07/2019	Public	Published a blog post website about the convening of a meeting between Indigenous Leaders and the Consumer Goods Forum	public awareness
10/11/2019	Public	Published a blog post calling on Cargill to stop the Amazon fires and to embrace regenerative agriculture practices.	public awareness
09/24/2019	Publc; Costco; Walmart	Published a blog post of letters sent to Costco and Walmart asking companies fulfill climate pledges and protect forests	public awareness
09/12/2019	Public	Published blog post about the assessment released by Climate Focus calling on companies like McDonald's, Mars, Cargill, and JBS to stop def oresting	public awareness
09/06/2019	Public	Published blog post about on our Global Day of Action for the Amazon to hold companies that prof it from the Amazon fires accountable for their roles in the Amazon fires	public awareness
09/05/2019	Public	Published blog post about the International Day of Action for the Amazon	public awareness

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Date	Contact	Method	Purpose
08/29/2019	Public	Published blog post about launching the Companies Behind the Burning of the Amazon report.	public awareness
08/23/2019	Public	Published blog post condemning McDonald's, Burger King, Stop and Shop, Hannaford, Food Lion, Pea Pod, Giant, Cargill and JBS for their role in the Amazon destruction and calling on them to halt contracts.	public awareness
07/26/2019	Public	Published blog post about calling on Cargill, JBS, Stop & Shop, Giant, and McDonald's to end business contracts in Brazilian forest deforestation.	public awareness
07/25/2019	Public	Published blog post following up on the report launch, Cargill: The Worst Company in the World.	public awareness
07/11/2019	Public	Published blog post Cargill report named, "Worse Company in the World"	public awareness
06/27/2019	Public	Published blog post denouncing Cargill's decision to oppose protections for landscapes in Brazil.	public awareness
06/19/2019	Public	Published blog post linking soy users to Cargill and calling on them to suspend operations with Cargill	public awareness
06/13/2019	Public	Published blog post denouncing Cargill's new Soy Action Plan.	public awareness
02/21/2019	Public	Published blog post about Cargill's announcement of revisions to its policies.	public awareness
01/25/2019	Public	Published blog post calling on Cargill to follow Chinese food trader, COFCO's, lead.	public awareness
10/07/2019	Public, Cargill	Held a protest at the InterContinental New York Barclay, where Cargill's Senior Vice President was speaking to call f or rapid changes to their agricultural practices.	public awareness
07/12/2019	Public, Cargill	Held protest on July 12 at Cargill HQ in Minnesota marking the release of the report "Worst Company in the World"	public awareness
08/01/2019	Public, Cargill	Organized protest in MN tying Cargill to the Dead Zone	public awareness

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Date	Contact	Method	Purpose
09/05/2019	Public, Cargill	Organized protest at the Minneapolis Institute of Art, outside the Cargill Gallery, and in Washington, D.C., highlighting the role that Cargill played in polluting US water and soil and destroying forests.	public awareness
09/26/2019	Public, Cargill	Organized a protest at the Women in Agriculture conference, sponsored by Cargill.	public awareness
09/23/2019	Public, Cargill	Held protest against Cargill and other traders engaged in deforestation at the Consumer Goods Forum meeting in NYC. Action resulted in Mighty Earth staff member being invited to present inside Tropical Forest Alliance - Consumer Goods Forum joint event, and coverage in Huffington post.	public awareness
11/09/2019	Public, Cargill	Worked with student activists to organize protest at event featuring event Cargill CEO David MacLennan	public awareness
11/14/2019	Public, Cargill	Organized rally at site of speech by Cargill CEO David MacLennan	public awareness
11/25/2019	Public, Cargill	Rally at the Stop and Shop in Brooklyn calling on store to cut ties with destructive meat companies including Cargill.	public awareness
01/01/2019	US Companies	Over the course of the year the Mighty Earth Latin America team wrote letters and held conversations on sustainability issues relating to soy and cattle with the following companies that are either headquartered in the US, or have significant operations in the United States: Cargill, Bunge, JBS, Tyson, Mars, Nestle, Stop & Shop, Walmart, McDonald's, Costco, Consumer Goods Forum, Yum! , Louis Dreyfus, Ahold Delhaize, Mondelez.	Direct Engagement with US-based companies or companies with operations in the United States
01/01/2019	NGOs	Over the course of the year, held initial conversations with a network of NGOs regarding US and state policies to encourage reductions in deforestation.	political engagement

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Date	Contact	Method	Purpose
01/12/2020	Public; US companies	Organized actions targeting Cargill, Walmart, Costco, Stop & Shop at the National Retail Federation conference in NYC, calling on companies to cut ties with meat producers such as Cargill	public awareness
01/22/2020	Public; Costco	Mighty Earth with NRDC, Stand.Earth, and SumOfUs organized a rally at the Costco shareholder meeting in Seattle area calling for the store to cut contracts with destructive meat companies	public awareness
01/28/2020	Public	Held public meetings in MA to talk about Stop and Shop and Cargill's impacts on def orestation	public awareness
01/29/2020	Public	Organized protest in Iowa, where Cargill CEO David MacLennan was speaking.	public awareness
02/14/2020	Public	Mighty Earth organizers led a rally focused on Stop and Shop in Western Massachusetts calling on company to cut ties with destructive meat. Earned coverage in two local or statewide media sources	public awareness
03/15/2020	Public, Stop and Shop	Sent a letter to Stop and Shop CEO Gordon Reid to ask for a meeting	public awareness
03/24/2020	Public	Held an online activist training workshop to train volunteers on how to use grassroots targets to pressure agriculture corporations.	public awareness
04/07/2020	Public	Held an online meeting with more than a dozen attendees and speakers including a professor and a sustainable farmer to discuss Cargill and Stop and Shop	public awareness
01/01/2020	Public, Stop and Shop	From January to April generated 1619 petitions, 151 phone calls to Stop and shop, and 61 business endorsers. Additionally, generated over 100 social media posts asking Stop and Shop to cut ties with Cargill, and recruited dozens of volunteers to make comments in person at the customer service desks.	public awareness and advocacy

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Date	Contact	Method	Purpose
01/01/2020	US companies	Over the course of the year the Mighty Earth soy and cattle team held conversations on sustainability issues relating to soy and cattle with the following companies that are either headquartered in the US, or have significant operations in the United States: Consumer Goods Forum, Costco, Stop & Shop, Nestle, Cargill, and Mars.	Direct Engagement with US-based companies or companies with operations in the United States
01/01/2020	NGOs	Initial conversations with a network of NGOs regarding US and state policies to encourage reductions in deforestation.	political engagement

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Appendix
Response to Item 13

Item 13: During the period beginning 60 days prior to the obligation to register for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal? If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
05/01/2020	Sarah Bennett Consulting	Recruiter Services	$ 2,332.09
05/01/2020	Sarah Bennett Consulting	Recruiter Services	$ 2,332.09
05/01/2020	Sarah Lake	To Re-ClassSarah Lake's Invoice	$ 1,666.66
06/01/2020	Sarah Lake	Extension Payment	$ 1,666.66
06/01/2020	Sarah Bennett Consulting	Recruiter Services	$ 2,363.34
07/01/2020	Sarah Bennett Consulting	Recruiter Services	$ 399.18
12/24/2019	Waxman Strategies	Mat Jacobson - Salary, Benefits & Other (Jan-Nov 2019)	$ 73,537.88
12/24/2019	Waxman Strategies	Kristin Urquiza - Salary, Benefits & Other (Sept-Nov 2019)	$ 10,724.81
12/31/2019	Waxman Strategies	Mat Jacobson - Salary, Benefits & Other (Dec 2019)	$ 4,411.69
12/31/2019	Waxman Strategies	Kristin Urquiza - Salary, Benefits & Other (Dec 2019)	$ 3,547.04
01/31/2020	Kristin Urquiza	Jan 2020 Consulting Services	$ 807.37
04/30/2020	Kristin Urquiza	Feb 2020 Consulting Services	$ 1,107.90
05/11/2020	Kristin Urquiza	Mar 2020 Consulting Services	$ 1,107.90
05/12/2020	Kristin Urquiza	Apr 2020 Consulting Services	$ 1,107.90
05/04/2020	Margaret Kran-Annexstein Consulting, LLC	April 2020 Consulting Services	$ 210.46
07/06/2020	Waxman Strategies	Michael Greenberg LatAm Expense Reimbursement (Jan-Apr 2020)	$ 25,856.30
07/06/2020	Waxman Strategies	Mat Jacobson Lat Am Expense Reimbursement (Jan-Apr 2020)	$ 19,448.16
12/24/2019	Waxman Strategies	Kristin Urquiza - Salary, Benefits & Other (Sept-Nov 2019)	$ 1,595.80
12/24/2019	Waxman Strategies	Mat Jacobson - Salary, Benefits & Other (Jan-Nov 2019)	$ 33,426.31
12/31/2019	Waxman Strategies	Kristin Urquiza - Salary, Benefits & Other (Dec 2019)	$ 441.84
01/31/2020	Kristin Urquiza	Jan 2020 Consulting Services	$ 807.37
12/24/2019	Waxman Strategies	Kristin Urquiza - Salary, Benefits & Other (Sept-Nov 2019)	$ 3,146.99
12/24/2019	Waxman Strategies	Mat Jacobson - Salary, Benefits & Other (Jan-Nov 2019)	$ 26,741.05
12/31/2019	Waxman Strategies	Kristin Urquiza - Salary, Benefits & Other (Dec 2019)	$ 2,207.91

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Date	Recipient	Purpose	Amount
01/31/2020	Kristin Urquiza	Jan 2020 Consulting Services	$ 807.37
07/06/2020	Waxman Strategies	Mat Jacobson Lat Am Expense Reimbursement (Jan-Apr 2020)	$ 11,333.98
12/20/2019	Sarah Bennett Consulting	Services from 9.23.19 - 11.30.19	$ 510.00
12/20/2019	Umass Amherst Translation Center	Translation of LatAm Forests Camp Article from Eng to French, German & Dutch	$ 276.21
12/31/2019	Sarah Bennett Consulting	December 2019 Services	$ 800.00
12/31/2019	Gina Mendez	Jan-Dec 2019 Consulting Services	$ 30,000.00
12/24/2019	Waxman Strategies	Latin America Direct Expenses (Jan-Nov 19)	$ 665.67
02/13/2020	Sarah Bennett Consulting	January Consulting Fees	$ 1,170.83
03/14/2020	Sarah Bennett Consulting	Feb Consulting Fees	$ 3,372.80
04/01/2020	Sarah Bennett Consulting	Recruiter Services	$ 1,400.00
05/12/2020	Sarah Lake	Final Payment	$ 1,666.67
05/12/2020	Selari Seattle Avocats	Advocacy and Litigation on Soy	$ 3,870.30
04/01/2020	Waxman Strategies	Reimbursable Exps - Mat Jobson	$ 47.79
05/01/2020	Sarah Bennett Consulting	Recruiter Services	$ 2,332.08
05/18/2020	KTO Strategy & Communications	Mighty Earth Organizational Compliance	$ 225.00
05/01/2020	Sarah Lake	To Re-ClassSarah Lake's Invoice	$ 1,666.67
06/01/2020	Selari Seattle Avocats	Consulting Services - Soy	$ 2,841.60
06/01/2020	Sarah Lake	Extension Payment	$ 1,666.67
06/01/2020	Sarah Bennett Consulting	Recruiter Services	$ 2,363.33
06/22/2020	Point Blank Creative	Creative and Advertiisement Services	$ 37,500.00
07/06/2020	Sarah Lake	End of Contract Payment	$ 8,300.00
06/29/2020	Selari Seattle Avocats	Consulting Services - Soy	$ 1,150.80
07/27/2020	Sarah Lake	Consulting Services	$ 18,500.00
07/01/2020	Sarah Bennett Consulting	Recruiter Services	$ 399.16
07/31/2020	Point Blank Creative	Creative and Advertiisement Services	$ 37,500.00
08/12/2020	Selari Seattle Avocats	Consulting Services - Soy	$ 1,205.50
12/20/2019	Umass Amherst Translation Center	Translation of LatAm Forests Camp Article from Eng to French, German & Dutch	$ 276.21
12/24/2019	Waxman Strategies	Latin America Direct Expenses (Jan-Nov 19)	$ 45.00
02/13/2020	Sarah Bennett Consulting	January Consulting Fees	$ 1,170.83
12/20/2019	Sarah Bennett Consulting	Services from 9.23.19 - 11.30.19	$ 510.00
12/31/2019	Sarah Bennett Consulting	December 2019 Services	$ 800.00
03/14/2020	Sarah Bennett Consulting	Feb Consulting Fees	$ 843.20
04/01/2020	Sarah Bennett Consulting	Recruiter Services	$ 1,400.00
04/30/2020	Kristin Urquiza	Feb 2020 Consulting Services	$ 1,107.90
05/11/2020	Kristin Urquiza	Mar 2020 Consulting Services	$ 1,107.90

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Date	Recipient	Purpose	Amount
05/12/2020	Kristin Urquiza	Apr 2020 Consulting Services	$ 1,107.90
05/12/2020	Sarah Lake	Final Payment	$ 1,666.67
05/01/2020	Sarah Bennett Consulting	Recruiter Services	$ 2,332.08
05/01/2020	Sarah Lake	To Re-ClassSarah Lake's Invoice	$ 1,666.67
06/01/2020	Sarah Lake	Extension Payment	$ 1,666.67
06/01/2020	Sarah Bennett Consulting	Recruiter Services	$ 2,363.33
06/22/2020	Point Blank Creative	Creative and Advertiisement Services	$ 37,500.00
06/29/2020	Selari Seattle Avocats	Consulting Services - Cattle	$ 3,452.40
07/01/2020	Sarah Bennett Consulting	Recruiter Services	$ 399.16
07/31/2020	Point Blank Creative	Creative and Advertiisement Services	$ 37,500.00
08/12/2020	Selari Seattle Avocats	Consulting Services - Cattle	$ 3,616.50
02/13/2020	Sarah Bennett Consulting	January Consulting Fees	$ 1,170.83
12/20/2019	Sarah Bennett Consulting	Services from 9.23.19 - 11.30.19	$ 510.00
12/31/2019	Sarah Bennett Consulting	December 2019 Services	$ 800.00
03/14/2020	Sarah Bennett Consulting	Feb Consulting Fees	$ 1,054.00
04/01/2020	Sarah Bennett Consulting	Recruiter Services	$ 1,400.00
04/30/2020	Kristin Urquiza	Feb 2020 Consulting Services	$ 1,107.90
05/11/2020	Kristin Urquiza	Mar 2020 Consulting Services	$ 1,107.90
05/12/2020	Kristin Urquiza	Apr 2020 Consulting Services	$ 1,107.90
04/01/2020	Waxman Strategies	Reimbursable Exps - Mat Jobson	$ 406.30
05/12/2020	Sarah Lake	Final Payment	$ 1,666.66

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GRANT AGREEMENT

BETWEEN

THE NORWEGIAN AGENCY FOR DEVELOPMENT COOPERATION

AND

THE CENTER FOR INTERNATIONAL POLICY (CIP)

REGARDING

SAM-19/0001 ACCIÓN YA! (LATIN AMERICA PROJECT)

***

PART I: SPECIFIC CONDITIONS

PART II: GENERAL CONDITIONS

PART III: PROCUREMENT PROVISIONS

ANNEX A: BUDGET

ANNEX B: RESULTS FRAMEWORK

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PART I: SPECIFIC CONDITIONS

This grant agreement (the Agreement) has been entered into between:

(1) The Norwegian Agency for Development Cooperation (Norad), represented by the Section for Climate Forest and Green Economy, and

(2) The Center for International Policy (CIP), an international NGO duly established in the District of Columbia under registration number 850723 (the Grant Recipient),

jointly referred to as the Parties.

1 SCOPE AND BACKGROUND

1.1 The Grant Recipient has submitted a project document to Norad dated September 18 (the Application) (Chapter 12 of the application on September 20 and latest budget on September 26) regarding financial support to the project SAM-19/0001 Acción ya! (Latin America project) (the Project). The estimated costs of the Project are indicated in the budget attached as Annex A to this Agreement. The Grant recipient has a primary partner in the implementation of this project, Waxman Strategies (hereafter Project Partner)

1.2 Norad has decided to award a grant to be used exclusively for the implementation of the Project (the Grant). The Parties expect the Project to be implemented during the period from January 2019 to December 2021 (the Support Period).

1.3 The Parties have agreed to enter into an Agreement, consisting of this part I; Specific Conditions, part II; General Conditions, and part III; Procurement Provisions, all of which form an integral part of this Agreement. In the event of discrepancies between the Specific Conditions and the General Conditions or Procurement Provisions, the Specific Conditions shall prevail.

2 OBJECTIVES OF THE PROJECT

2.1 The expected results of the Project are as follows:

The Project's planned effect(s) on society is to "Achieve a measurable reduction in destruction of native ecosystems, including tropical forests linked to commodity agriculture in Latin America, with a primary focus on the Brazilian Cerrado, the Bolivian Amazon Basin, and the Argentinian and Paraguayan Gran Chaco, with an additional focus on other producer nations (e.g., Peru, Colombia, and Ecuador) if and where strategically advantageous" (Impact).

The planned effects for the target group of the Project are (Outcomes).

Outcome 1: Soy traders (Upstream Actors) a) adopt and b) implement mechanisms to dramatically reduce destruction of native ecosystems connected to soy across key soy-growing regions in Latin America.

Outcome 2: Cattle processors (Upstream Actors) in Latin America a) adopt and b) implement mechanisms to reduce the destruction of native ecosystems for cattle production with respect to human rights.

Outcome 3: An engaged civil society is effectively mobilized to demand:

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- Government action,
- The enforcement of existing law, and
- The development of fiscal policies by donor governments, agencies, and organizations

to advance NDNE polices in relation to the production of soy and beef in Latin America.

The planned main products of the Project are (Sub-Outputs).

Sub-Outcome 1.1) Commercial soy users (Consumer Facing Companies); meat, dairy and other producers; and retailers a) adopt and b) implement No Deforestation, No Exploitation policies consistent with FPIC for soy

Sub-Outcome 1.2) Institutional investors and financiers (Key Influencers) take measurable action calling on soy traders (Upstream Actors) to adopt policies to eliminate deforestation.

Sub-Outcome 2.1) The expansion of a) the geographic scope of and b) the number of actors (Decision Makers, Key Influencers) party to the Cattle Moratorium in Latin America.

Sub-Outcome 2.2) Consumer-facing commercial beef/leather/tallow end-users and retailers a) adopt and b) implement No Deforestation, No Exploitation policies consistent with FPIC for cattle.

Sub-Outcome 3.1) An engaged civil society effectively mobilized to demand government action on conservation and human rights related to soy and/or cattle production.

Sub-Outcome 3.2) Large companies in France report on and act to mitigate and/or eliminate deforestation and human rights abuses in their supply chains in compliance with "devoir de vigilance."

Sub-Outcome 3.3) Donor governments, agencies, and organizations (e.g., the World Bank, IFC, IDH, Interamerican Development Bank), as well as private finance sources, provide complementary financial support to incentivize private sector action on soy and cattle.

The planned main services of the Project are (Outputs).

Output 1.1.1) Public advocacy campaigns urging Consumer Facing Companies/Commercial Users and their supplying Upstream Actors in key consumer and producer countries to a) adopt and b) implement No Deforestation, No Exploitation policies consistent with FPIC for soy.

Outputs 1.1.2) Direct engagement with Consumer-Facing Companies/Commercial Users, and their supplying Upstream Actors through one on one meetings, conversation, correspondence, and trade associations and other industry mechanisms.

Output 1.2.1) Direct engagement with investors and financiers (Key Influencers) to advocate for their publication of analysis, letters and shareholder resolutions calling on soy companies to stop deforestation through meetings, conversations, correspondence, supplying materials and reports, one-on-one and/or through sectorial mechanisms.

Output 2.1.1) Internal document on public opinion and values-based communication strategies for key countries/regions to guide campaign messaging



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Output 2.1.2) Investigative reports tying Commercial Beef Users in Latin America and internationally to deforestation, land-grabbing, and attacks on Indigenous land defenders, as well as the broader climate impacts of cattle.

Output 2.2.1) Public advocacy campaigns urging Consumer Facing Companies/Commercial Users and their supplying Upstream Actors in key consumer and producer countries to a) adopt and b) implement No Deforestation, No Exploitation policies consistent with FPIC for beef and other cattle products.

Output 3.1.1) The development and implementation of public advocacy campaigns urging governments in key consumer and producer countries to adopt and implement No Deforestation, No Exploitation policies consistent with FPIC for soy and/or beef.

Output 3.2.1) Engaged both upstream actors and consumer facing companies in legal correspondence, and implemented public pressure to compel compliance with the recently enacted devoir de vigilance.

Output 3.3.1) Education and collaboration with donor governments, agencies, and organizations (e.g., the World Bank, IFC, IDH, Interamerican Development Bank), as well as private financial sources, to develop model policies and actions to further incentivize private sector action on soy and cattle.

The intended target group are

The targets groups are the following:

A) Ultimate Outcome (Indirect Targets)

A) Soy and Cattle producers

B) Decision Makers

1. **Upstream Actors**
    a. Major soy traders
    b. Leading cattle processors and suppliers
2. **Commercial Users of Soy and Cattle**: Consumer facing companies
3. **Governments**
    a. Producer country national and subnational governments
    b. Consumer country governments

C) Key Influencers

1. Investors
2. International donors
3. Banks
4. Trade Associations
5. Certification Bodies
6. Opinion Leaders

D) Change Agents

1. Citizens / Consumers
2. Civil Society

2.2 The full results framework is included as Annex B to this Agreement.

3 IMPLEMENTATION OF THE PROJECT

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3.1 The Project shall be implemented in accordance with the Agreement, including all annexes, and the latest approved Application, including implementation plan and budget.

3.2 During the implementation of the Project, the Grant Recipient shall exercise the necessary diligence, efficiency and transparency in line with sound financial management and best practise principles.

3.3 The Grant Recipient shall identify, assess and mitigate any relevant risks associated with the implementation of the Project, including the risk of corruption and other financial irregularities, and any potential negative effects that the Project may have on the environment and climate, gender equality and human rights.

4 THE GRANT

4.1 The Grant shall amount to maximum NOK 30,000,000 (Norwegian Kroner Thirty million).

4.2 Disbursement after the current calendar year is subject to Norwegian Parliamentary appropriations. Significant reductions in the Parliament's annual allocation to the relevant budget line may lead to a reduction in annual Grant allocations and/or in the total Grant amount. The annual Grant allocations must be confirmed by Norad following the Parliament's approval of the state budget for the relevant budget year. If the Grant amount is reduced the Grant Recipient must revise the implementation plan, budget and results framework correspondingly.

4.3 The Grant, including accrued interest, shall be used exclusively to finance the actual costs of the implementation of the Project during the Support Period.

4.4 The Grant may be used to cover overheads/indirect costs up to a maximum of 7% of Norad's pro rata share of the actual costs of the Project.

4.5 The Grant Recipient is responsible for obtaining any additional resources which may be required to duly implement the Project.

5 DISBURSEMENT

5.1 The Grant shall be disbursed in advance instalments based on the financial need of the Project for the upcoming period, which shall not exceed six months. The disbursements shall be made upon Norad's receipt of written disbursement requests from the Grant Recipient, describing the financial need for the period in question.

5.2 Financial need refers to the budgeted expenditure for the upcoming period, less any funds available to the Project from all other sources during the same period.



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5.3 The **first disbursement** shall be made upon Norad's receipt of

a) Written disbursement request from the Grant Recipient, describing the financial need for the period in question
b) Financial need with reference to the approved project document and the budget.
c) Approved project expenses incurred prior to the signing of the agreement.

5.4 **The first disbursement** each year shall be made upon Norad's receipt of

a) Written disbursement request from the Grant Recipient, describing the financial need for the period in question
b) The financial need shall be documented through an updated financial statement for the Project and a reference to the latest approved implementation plan and budget. Progress report covering the period one month prior to requested disbursement date should be attached.

5.5 **The second disbursement** each year shall be made upon Norad's receipt of

a) Written disbursement request from the Grant Recipient, describing the financial need for the period in question
b) The financial need shall be documented through an updated financial statement for the Project and a reference to the latest approved implementation plan and budget
c) Approved Annual Progress Report (January-December)
d) Approved Annual Financial Report (January- December)

5.6 The disbursement requests shall be signed by the chief financial officer of the Grant Recipient. A confirmation that the Project is being implemented in accordance with the Agreement shall be included in the disbursement request.

5.7 All disbursements are conditional upon the Grant Recipient's continued compliance with the requirements of the Agreement, including the timely fulfilment of reporting obligations. Norad may withhold disbursements in accordance with article 17 of the General Conditions if it finds that the requirements of the Agreement have not been met.

5.8 The final disbursement will be made upon Norad's receipt and approval of the final audit report of the project.

5.9 The Grant Recipient shall have a separate bank account exclusively for grants from Norad. All disbursements will be made to the following bank account:

[redacted]

5.10 The Grant Recipient shall immediately acknowledge receipt of the funds in writing. The amount received shall be stated, as well as the date of receipt and the exchange rate applied.

6 REPORTING AND OTHER DOCUMENTATION

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6.1 The following shall be submitted by the Grant Recipient to Norad:

a) A **progress report** should be attached to each disbursement request, covering the period up to one month prior to requested disbursement date. The progress report shall include the content specified in article 2 of the General Conditions. Norad's standard reporting format should be used.

b) An **annual progress report** covering the period from January to December shall be submitted together with the annual financial report referred to article 6.1.c). Norad's standard reporting format should be used.

c) An **annual financial report** covering the period from January to December shall be submitted to Norad three weeks before the Annual Meeting. The financial report shall include the content specified in article 3 of the General Conditions. The final financial report shall cover the entire Support Period and shall be submitted along with the final report referred to in article 6.1g) of the Specific Conditions.

d) A **project audit report** covering the annual financial statements of the Project shall be submitted to Norad by the end of June each year. The audit report shall comply with the requirements set out in article 7 of the Specific Conditions and article 5 of the General Conditions. The management letter (matters for governance attention) shall be attached to the audit report. and shall be approved by Norad in writing.

e) An updated **implementation plan and budget** covering the period from January to December shall be submitted to Norad three weeks before the Semi-Annual Meeting each year. The implementation plan and budget shall include the content listed in article 1 of the General Conditions and shall be approved by Norad in writing.

f) The **audit report** of the Grant Recipient shall be submitted to Norad by the end of June each year, together with the project audit report. The management letter (matters for governance attention) shall be attached to the audit report of the Grant Recipient.

g) A **final report** for the Support Period shall be submitted to Norad no later than 6 months after the end of the Support Period. The final report shall include the content listed in article 4 of the General Conditions. Norad's standard reporting format should be used.

6.2 If the Grant Recipient is unable to meet the deadlines set out above, Norad shall be informed immediately.

6.3 All implementation plans, budgets and reports shall be approved in writing by Norad unless otherwise agreed by the Parties.

7 AUDIT

The annual financial statements of the Project shall be audited in accordance with the country's national auditing standards which are equivalent to International Standards of Auditing (ISA) 800 ("Special considerations audits of financial statements prepared in accordance with special purpose frameworks") or ISA 805 ("Special considerations audits of single financial statements and specific elements, accounts or items of a financial statement").

7.1 Additional requirements applicable to the auditor and the audit report are included in article 5 of the General Conditions.



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7.2 The Grant Recipient is responsible for submitting the audit report to Norad within the deadline indicated in article 6 of the Specific Conditions.

8 FORMAL MEETINGS

8.1 The Parties shall hold formal meetings twice per year, an Annual Meeting tentatively in April and a Semi-Annual Meeting tentatively in November in order to discuss i.a. the results achieved by the Project during the Support Period. The meetings shall be called and chaired by the Grant Recipient.

8.2 In the Annual-Meeting the Annual Progress Report and Financial Report should be discussed and approved. In the Semi-Annual Meeting, the implementation plan and budget for the upcoming period shall be discussed and approved. In the event that such reports have not been received at least three weeks before the meeting, the Parties shall agree upon a new date to hold the meeting.

8.3 The Grant Recipient shall record main issues discussed, points of view expressed and decisions made, in minutes from the meeting. The Grant Recipient shall submit the minutes to Norad no later than two weeks after the meeting for comments. The agreed minutes shall be signed by both Parties.

8.4 The Parties shall hold other formal meetings and/or field visits if/when requested by Norad. Details regarding agenda and procedures will be agreed upon by the Parties.

9 REVIEWS AND OTHER FOLLOW-UP MEASURES

9.1 A mid-term review of progress to date shall be carried out by September 2020.Norad shall draft the terms of reference for the review and submit them to the other Party for approval. The costs of the review shall be included in the Project budget/

9.2 An end-term review of results achieved by the Project shall be carried out by 6 months after the end of the project. Norad shall draft the terms of reference for the review and submit them to the other Party for approval. The costs of the review shall be included in the Project budget.

9.3 If the Grant Recipient or another interested party initiates a review or evaluation of activities wholly or partly funded by the Grant, Norad shall be informed. The Grant Recipient shall forward a copy of the report of any such review or evaluation to Norad without undue delay.

10 PROCUREMENT

10.1 All procurement under the Project shall be completed in accordance with the Procurement Provisions in Part III of this Agreement.

10.2 If the total value of a contract exceeds NOK 350 000, the call for tenders/the shortlist of suppliers/the award criteria and their weighting/the procurement record and the signed contract shall be submitted to Norad for information.

10.3 Along with the documentation mentioned above, the Grant Recipient shall confirm in writing that the requirements agreed on in this article 10 have been fulfilled.

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11 REPAYMENT OF INTEREST AND UNUSED FUNDS

11.1 Upon the end of the Support Period or upon termination of this Agreement, any unused funds that total more than NOK 500 shall be repaid to Norad as soon as possible and at the latest within 6 months. The repayment shall include any interest which have not been used for Project purposes, and other financial gain accrued on the Grant.

11.2 Repayments shall be made to the following bank account:

[redacted]

11.3 The transaction shall be clearly marked: "Unused funds". The name of the Grant Recipient shall be stated, along with Norad's agreement number and agreement title.

12 SPECIAL PROVISIONS

12.1 An organisational review focusing on the Grant Recipient and the Project Partner shall be carried out. Norad shall draft the term of reference. The cost of the review shall be covered by Norad over and above the Grant.

12.2 The audit report of the Project Partner shall be submitted to Norad by the end of June each year, together with the project audit report and the audit report of the Grant Recipient. The management letter (matters for governance attention) shall be attached to the audit report of the Project Partner.

12.3 The Grant Recipient shall in their agreements with their sub-partners ensure that Norad is entitled to carry organisational review of their sub-partners.

13 NOTICES

13.1 All communication to Norad concerning the Agreement shall be directed to the Section for Climate Forest and Green Economy at the following e-mail address: post-gronn@norad.no.

13.2 All communication to the Grant Recipient concerning the Agreement shall be directed to Sonya Carter, at the following address/e-mail address: 2000 M Street, NW, Suite 720, Washington, DC 20036 – scarter@internationalpolicy.org , and cc'd to Glenn Hurowitz at glenn@waxmanstrategies.com.

13.3 Norad's agreement number and agreement title shall be stated in all correspondence regarding this Agreement, including disbursement requests and repayment of unused funds.

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14 SIGNATURES

14.1 By signing part I of the Agreement, the Parties also confirm receipt and approval of part II; General Conditions, and part III; Procurement Provisions, which all form an integral part of the Agreement.

14.2 This Agreement has been signed in two -2- original copies in the English language. In the event of any discrepancies between this English language version and any later translations, the English language version shall prevail.

Place:

Date:

20.11.19	30 OCT 2019
for the Norwegian Agency for Development Cooperation,	For Center for International Policy,
Mette Møglestue	Salih Booker
Acting Director	President & CEO
Department for Climate, Energy and Environment	

Attachments:

Annex A: Approved budget for the Project
Annex B: Results framework

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15 ANNEX A: APPROVED BUDGET FOR THE PROJECT

DIRECT PROJECT COSTS (Based on cost-categories)	Year 1 Amt (USD)	Year 2 Amt (USD)	Year 3 Amt (USD)	TOTAL Amt (USD)	Share %	Explanation
						Explanation: Enter the year/years of the project budget
						Explanation: Enter the currency of the budget. The currency to be used, if costs incur in several currencies, is the currency that the largest share of the costs incur in or NOK.
DIRECT PROJECT COSTS (HQ - CIP/ME)	$567 562	$567 026	$584 545	$ 1 719 133	50 %	Explanation: Norad's indirect cost contribution to admin costs not to be included in direct project costs incurred at HQ
Salaries (Lønnskostnader)	$350 015	$350 015	$343 017	$ 1 043 047	30 %	Explanation: Enter the total salary costs of the project/programme incurred at HQ.
Travels (Reisekostnader)	$32 547	$32 547	$37 547	$ 102 641	3 %	Explanation: The total travel costs for the programme/project incurred at HQ
Consultants and other external services (Kostnader til konsulenter og andre eksterne tjenester)	$132 679	$132 679	$140 681	$ 406 039	12 %	Explanation: Enter all costs for consultants/external services, other procurements of the programme /project incurred at HQ
Procurement (Kostnader til innkjøp)				$ -	0 %	Explanation: Costs related to procurement of materials, vehicles etc. incurred at HQ
Other direct activity costs (Andre kostnader knyttet til implementering av prosjektet)	$27 555	$27 019	$38 534	$ 93 108	3 %	Explanation: Direct activity costs (incurred at HQ) not covered by other budget lines
Audits, monitoring and evaluations (Kostnader til revisjon, monitorering, evaluering)	$24 766	$24 766	$24 766	$ 74 298	2 %	Explanation: Costs related to audit, monitoring and evaluations (including salary, travel and external consultants used for this purpose at HQ. In order to avoid double counting these costs are not to be filled in under other budget lines)
DIRECT PROJECT COSTS (WS)	$466 444	$466 444	$466 443	$ 1 399 331	41 %	
Salaries (Lønnskostnader)	$316 180	$316 180	$303 179	$ 935 539	27 %	Explanation: Enter the total salary costs of the project/programme incurred at Regional/National office
Travels (Reisekostnader)	$25 031	$25 031	$25 031	$ 75 093	2 %	Explanation: The total travel costs for the programme/project incurred at Regional/National Office
Operating costs (Driftskostnader)				$ -	0 %	Explanation: The programme's/project's operating costs at Regional/National Office
Consultants and other external services (Kostnader til konsulenter og andre eksterne tjenester)	$85 182	$85 182	$98 183	$ 268 547	8 %	Explanation: Enter all costs for consultants/external services, other procurements of the programme/project incurred at Regional Office/National Office
Procurement (Kostnader til innkjøp)				$ -	0 %	Explanation: Costs related to procurement of materials, vehicles etc. incurred at Regional/National Office
Other direct activity costs (Andre kostnader knyttet til implementering av prosjektet)	$30 038	$30 038	$30 037	$ 90 113	3 %	Explanation: Direct activity costs (incurred at Regional/National Office) not covered by other budget lines
Audits, monitoring and evaluations (Kostnader til revisjon, monitorering, evaluering)	$10 013	$10 013	$10 013	$ 30 039	1 %	Explanation: Costs related to audit, monitoring and evaluations at Regional/Natioonal Office (including salary, travel and external consultants used for this purpose at Regional/National Office. In order to avoid double counting these costs are not to be filled in under other budget lines)
DIRECT PROJECT COSTS (sub-grantees)	$110 056	$110 056	$110 057	$ 330 169	10 %	
Salaries (Lønnskostnader)				$ -	0 %	Explanation: Enter the total salary costs of the project/programme incurred at local partner level
Travels (Reisekostnader)				$ -	0 %	Explanation: The total travel costs for the programme/project incurred at local partner level

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Operating costs (Driftskostnader)				$ -	0 %
Consultants and other external services (Kostnader til konsulenter og andre eksterne tjenester)				$ -	0 %
Procurement (Kostnader til innkjøp)				$ -	0 %
Other direct activity costs (Andre kostnader knyttet til implementering av prosjektet)	$110 056	$110 056	$110 057	$ 330 169	10 %
Audits, monitoring and evaluations (Kostnader til revisjon, monitorering, evaluering)				$ -	0 %
TOTAL DIRECT PROJECT COSTS	$1 144 062	$1 143 526	$1 161 045	$ 3 448 633	

Explanation: The programme's/project's operating costs at local partner level

Explanation: Enter all costs for consultants/external services, other procurements of the programme/project incurred at local partner level

Explanation: Costs related to procurement of materials, vehicles etc. incurred at local partner level

Explanation: Direct activity costs (incurred at local partner level) not covered by other budget lines

Explanation: Costs related to audit, monitoring and evaluations at local partner level (including salary, travel and external consultants used for this purpose at local partner level. In order to avoid double counting these costs are not to be filled in under other budget lines)

	Year 1	Year 2	Year 3	Total	Share
INDIRECT PROJECT COSTS	Amt (USD)	Amt (USD)	Amt (USD)	Amt (USD)	%
INDIRECT PROJECT COSTS (CIP/ME)	$80 084	$80 047	$81 273	$ 241 404	100 %
INDIRECT PROJECT COSTS (WS)	$0	$0	$0	$ -	0 %
INDIRECT PROJECT COSTS (sub-grantees)	$0	$0	$0	$ -	0 %
TOTAL INDIRECT PROJECT COSTS	$80 084	$80 047	$81 273	$ 241 404	100 %

We have added this box for clarity: indirect costs are now listed in USD, not just in NOK below.

	Year 1	Year 2	Year 3	TOTAL	Share
INCOME/FINANCING PLAN DIRECT PROJECT COSTS	Amt (USD)	Amt (USD)	Amt (USD)	Amt (USD)	%
Grant funding Norad	$1 144 062	$1 143 526	$1 161 045	$ 3 448 633	100 %
TOTAL INCOME/FINANCING PLAN DIRECT PROJECT COSTS	$1 144 062	$1 143 526	$1 161 045	$ 3 448 633	

Explanation: Norad's financing of the programme's/project's direct costs

Explanation: Should be equal to "total direct project costs" mentioned in cell A27

	Year 1	Year 2	Year 3	TOTAL	
GRANT APPLICATION/AGREED AMOUNT	Amt NOK	Amt NOK	Amt NOK	Amt NOK	Rate
Norad contribution direct project cost	NOK 9 301 224	NOK 9 296 867	NOK 9 439 292	NOK 28 037 383	8,13
Norad indirect cost contribution	NOK 651 086	NOK 650 781	NOK 660 750	NOK 1 962 617	7 %
TOTAL NORAD GRANT AMOUNT	NOK 9 952 310	NOK 9 947 648	NOK 10 100 042	NOK 30 000 000	

Explanation: Fill in exchange rate. Fill in 1 if NOK is used as currency.

Enter rate for Norad's contribution towards the organization's indirect costs (Maximum 7%).

Explanation: Grant amount to Norad per year and for the total programme/project

DIRECT PROJECT COST BY COUNTRY (required information for multi-country agreements)	Year 1	Year 2	Year 3	TOTAL	Share
	Amt (USD)	Amt (USD)	Amt (USD)	Amt (USD)	%
Country 1 (US)	$267 985	$199 181	$200 045	$667 211	19 %

Explanation: Total direct project cost related to country 1 (Excluding Norad indirect cost contribution)

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Country 2 (Brazil)	$79 500	$117 000	$120 000	$316 500	9 %
Country 3 (Bolivia)	$148 788	$220 345	$223 000	$592 133	17 %
Country 4 (Argentina)	$79 400	$117 000	$120 000	$316 400	9 %
Country 5 (Paraguay)	$50 000	$75 000	$75 000	$200 000	6 %
Country 6 (China)	$10 026	$20 000	$20 000	$50 026	1 %
Remaining countries (EU: France, UK, Germany, the Netherlands)	$508 363	$395 000	$403 000	$1 306 363	38 %
TOTAL DIRECT PROJECT COSTS	$1 144 062	$1 143 526	$1 161 045	$ 3 448 633	

Explanation: Should be equal to "total direct project costs" mentioned in cell A37

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16 ANNEX B: RESULTS FRAMEWORK

			Indicator data				
LEVEL	**EXPECTED RESULT**	**INDICATORS**	**BASELINE Y0**	**BASELINE Y1**	**TARGET Y2**	**FINAL TARGET YX**	**Data source of verification**
IMPACT	Achieve a measurable reduction in destruction of native ecosystems, including tropical forests linked to commodity agriculture in Latin America, with a primary focus on the Brazilian Cerrado, the Bolivian Amazon Basin, and the Argentinian and Paraguayan Gran Chaco, with an additional focus on other producer nations (e.g., Peru, Colombia, and Ecuador) if and where strategically advantageous.	Area of deforestation (or native vegetation loss) in hectares per year	Bolivia: 289,000 hectares of deforestation per year (avg. 2010-2015); Brazilian Amazon: 662,400 ha deforestation (2017); Brazilian Cerrado: 700,000 ha native vegetation loss (2016); Argentina: 297,000 ha of deforestation per year (avg. 2010-2015), Paraguay: 325,000 ha of deforestation per year (avg. 2010-2015)			~25% reduction in deforestation across the region of focus	Data sources include FAO, (including Global Forest Resources Assessments, state of the WOPrld's Forests, System for Earth Observation Data Access, Processing and Analysis for Land Monitoring), PRODES, Global Forest Watch, University of Wisconsin, and DETER (Detecção de Desmatamento em Tempo Real), and TerreClass
OUTCOME 1	Soy traders (**Upstream Actors**) a) adopt and b) implement mechanisms to dramatically reduce destruction of native ecosystems connected to soy across key soy-growing regions in Latin America.	a) Number of soy traders that adopt No Deforestation, No Exploitation policies, consistent with FPIC, through individual and/or joint action. b) Number of soy traders that implement No Deforestation, No Exploitation policies, consistent with FPIC, through individual and/or joint action.	a) One soy trader b) No soy traders	a) Three traders adopt b) One trader implements	a) Five traders adopt b) Two traders implement	a) Six traders adopt b) Four traders implement	a) Industry and company announcements that are available publicly, and b) Absence of deforestation in the supply chain of Latin American soy traders as monitored by Mighty Earth, Global Forest Watch, University of Wisconsin, DETER, and other organizations.
SUB-OUTCOME 1.1	Commercial soy users (**Consumer Facing Companies**); meat, dairy and other producers; and retailers a) adopt and b) implement No Deforestation, No Exploitation policies consistent with FPIC for soy.	a) Number and market share of commercial soy users; meat, dairy and other producers; and retailers that adopt No Deforestation, No Exploitation policies.	a) Twelve soy end-users currently have No Deforestation, No b) Exploitation soy policies, and we are evaluating their degree of implementation.	A) 15 companies adopt b) Five fully implement	A) 20 companies adopt b) Ten fully implement	a) At least twenty soy end-users (representing 25% of market) a) adopt b) implement No Deforestation, No Exploitation policies.	a) Public announcements, b) analysis by Forest 500, company-action.org, and other sources

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		b) Number and market share of commercial soy users; meat, dairy and other producers; and retailers that implement No Deforestation, No Exploitation policies.					
OUTPUT 1.1.1	Public advocacy campaigns urging **Consumer-Facing Companies/Commercial Users** and their supplying **Upstream Actors** in key consumer and producer countries to a) adopt and b) implement No Deforestation, No Exploitation policies consistent with FPIC for soy.	Percentage of Latin America's soy market targeted by public advocacy campaigns as measured by the development and implementation of campaign plans[1].	While we have conducted numerous public campaigns, none have been covered by the funding for this project.	Campaigns target companies representing ~10% of Latin America's soy market	Campaigns target companies representing at least 25% of Latin America's soy market	Campaigns target consumer-facing companies and upstream actors that make up an aggregate of ~25% of Latin America's soy market, as defined by Trase. [2]	Internal monitoring
OUTPUT 1.1.2	Direct engagement with **Consumer-Facing Companies/Commercial Users**, and their supplying **Upstream Actors** through one on one meetings, conversation, correspondence, and trade associations and other industry mechanisms.	Meetings, phone conversations, emails, letters, outreach materials.	While we have directly engaged with consumer-facing companies and soy traders, none of our engagement has been covered by the funding for this project.	Direct engagement with ~10% of the Latin America soy market	Direct engagement with 25% of the Latin America soy market	Direct engagement with **Consumer-Facing Companies/Commercial Users**, and their supplying **Upstream Actors**, representing an aggregate of >25% of the Latin America soy market share.	Internal monitoring of correspondence, meetings, and other engagements
SUB-OUTCOME 1.2	Institutional investors and financiers (**Key Influencers**) take measurable action calling on soy traders (**Upstream Actors**) to adopt policies to eliminate deforestation.	a) Assets under management (AUM) represented by investors, and b) Number of banks that publicly call on soy traders to act.	a) Institutional investors representing $617.5 billion AUM have publicly called for soy companies to stop deforestation b) banks have taken no action.		a) Investors representing $1 trillion AUM b) Three major banks publicly call on soy traders to act	a) Investors representing $1.5 trillion AUM publicly call on soy traders to act. b) Five major banks publicly call on soy traders to act.	Public announcements, letters, website postings, media coverage.
OUTPUT 1.2.1	Direct engagement with investors and financiers (**Key Influencers**) to advocate for their publication of analysis, letters and shareholder resolutions calling on soy companies	a) AUM represented by investors b) Number of banks directly engaged	While we have directly engaged with investors and financiers, none of our engagement has been covered by the funding for this project.	a) Direct engagement with and education of investors	a) Direct engagement with and education of investors representing total	a) Continued and ongoing engagement with and education of investors representing total of $2 trillion AUM, and	Internal monitoring

[1] *(Note: The existence of a public advocacy campaign can be measured by numerous tactics and activities, including public demonstrations, earned and paid media, citizen meetings, investigations and reports, online engagement, petitions, letter writing, etc. As described in Section 4, "Theory of Change," campaigns utilizing these tools are strategically developed to drive industry transformation and create political realignments. Mighty Earth analyzes each area of its work geographically, by commodity, and by industry within the larger context of systemic change to determine which are the appropriate tools for each campaign.)*

[2] https://yearbook2018.trase.earth/chapter3/

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	to stop deforestation through meetings, conversations, correspondence, supplying materials and reports, one-on-one and/or through sectorial mechanisms.			representing total of $1.5 trillion AUM and b) five major banks	of $2 trillion AUM and b) seven major banks	b) seven major banks	
OUTCOME 2 **CATTLE**	Cattle processors **(Upstream Actors)** in Latin America a) adopt and b) implement mechanisms to reduce the destruction of native ecosystems for cattle production with respect for human rights.	a) Number of Latin American cattle processors that adopt No Deforestation, No Exploitation policies, consistent with FPIC, through individual and/or joint action. b) Number of Latin American cattle processors that implement No Deforestation, No Exploitation policies, consistent with FPIC, through individual and/or joint action.	Zero cattle processors have No Deforestation, No Exploitation policies	Campaign development, establishing criteria and potential targets	Campaign launch	At least one major meat processor a) adopts and b) implements a No Deforestation, No Exploitation policy	We will assess the a) adoption and b) implementation of No Deforestation, No Exploitation policies for cattle through: Industry and company announcements that are available publicly, and Absence of deforestation in the supply chain of Latin American soy traders as monitored by Mighty Earth, Global Forest Watch, University of Wisconsin, DETER, and other organizations.
SUB-OUTCOME 2.1	The expansion of a) the geographic scope of and b) the number of actors (Decision Makers, **Key Influencers**) party to the Cattle Moratorium in Latin America.	a) Geographic scope of and b) number of actors party to the Cattle Moratorium.	a) The Cattle Moratorium does not apply outside of the Brazilian Amazon (i.e., it does not apply in the Cerrado, Bolivia, Paraguay, Argentina, Colombia, Peru, or Ecuador). b) Only three meat processors are currently implementing the Cattle Moratorium in the Brazilian Amazon.		b) 3 other major processors engaged in developing own policies and considering industry joint action.	a) Cattle industry joint action extended to other major cattle producing regions in Latin America, and b) 3 other major processors engaged in developing own policies and considering industry joint action.* *targets may be refined following further research	Public announcements
OUTPUT 2.1.1	Internal document on public opinion and values-based communication strategies for key countries/regions to guide campaign messaging.	Number of research document and guidance[3]	No documents. We have some preliminary understanding of the cultural relevance and hot points, as well as partners and	Identify contractors and partners, and determine	updates, revision, and implementation	Internal document providing values based research, analysis and guidance	Documents produced

[3] *Because this was identified as a need across so many of the Norad funded projects at the recent seminar this may be conducted as a part of a broader effort to provide value on a programmatic level. An appendix is provided on this: "Public Opinion Research"*

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			messengers, but no formal guidance or analysis.	scope of research & analysis Implementation of research and analysis Completion of guidance documents	refinement as necessary		
OUTPUT 2.1.2	Investigative reports tying Commercial Beef Users in Latin America and internationally to deforestation, land-grabbing and attacks on Indigenous land defenders, as well as the broader climate impacts of cattle.	Numbers of investigative reports	Mighty Earth published the report *Mystery Meat* and follow-up investigative reports in recent years.		One report	Two investigative reports published	Reports
SUB-OUTCOME 2.2	**Consumer-facing** commercial beef/leather/tallow end-users and retailers a) adopt and b) implement No Deforestation, No Exploitation policies consistent with FPIC for cattle.	a) Market share of commercial beef/leather/tallow end-users and retailers that adopt No Deforestation, No Exploitation policies b) Market share of commercial beef/leather/tallow end-users and retailers that implement No Deforestation, No Exploitation policies	a) Only five commercial beef/leather/tallow end-users and retailers (including processors) have cattle-specific No Deforestation policies in Brazil, according to company-action.org, and these lack adequate social safeguards and must be expanded to a broader geographic scope. b) Degree of implementation of these policies is currently unknown.		Commercial beef/leather/tallow end-users and retailers representing 10% of global beef/leather/tallow market a) has adopted and b) is implementing No Deforestation, No Exploitation policies for cattle.	Commercial beef/leather/tallow end-users and retailers representing 20% of the global market a) has adopted and b) is implementing No Deforestation, No Exploitation policies for cattle.	Corporate announcements, CSR policies, analysis by Forest 500, company-action.org, and other sources
OUTPUT 2.2.1	Public advocacy campaigns urging Consumer Facing Companies/Commercial Users and their supplying Upstream Actors in key consumer and producer countries to a) adopt and b) implement No Deforestation, No Exploitation policies consistent with	Percentage of Latin America's cattle market targeted by public advocacy campaigns as measured by the development and implementation of campaign plans[4]	While we have conducted numerous public campaigns, none have been covered by the funding for this project.	Internal research & analysis document(s)	Campaigns target companies representing 10% of global beef, leather, and tallow market	Campaigns target consumer-facing companies and upstream actors that make up an aggregate of ~25% of the global beef, leather, and tallow market.	Internal monitoring

[4]*Note: The existence of a public advocacy campaign can be measured by numerous tactics and activities, including public demonstrations, earned and paid media, citizen meetings, investigations and reports, online engagement, petitions, letter writing, etc. As described in Section 4, "Theory of Change," campaigns utilizing these tools are strategically developed in to drive industry transformation and create political realignments. Mighty Earth analyzes each area of its work geographically, by commodity, and by industry within the larger context of systemic change to determine which are the appropriate tools for each campaign.*

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	FPIC for beef and other cattle products.						
OUTCOME 3 PUBLIC POLICY REFORM	An engaged civil society effectively mobilized to demand: 3.1) Government action, 3.2) The enforcement of existing law, and 3.3) The development of fiscal policies by donor governments, agencies, and organizations to advance NDNE polices in relation to the production of soy and beef in Latin America[5]	See below by Sub-Outcome	See below by Sub-Outcome	See below by Sub-Outcome	See below by Sub-Outcome	See below by Sub-Outcome	See below by Sub-Outcome
SUB-OUTCOME 3.1	An engaged civil society effectively mobilized to demand government action on conservation and human rights related to soy and/or cattle production.	Number of producer and/or consumer countries in which civil society urges government action in support of stronger conservation and human rights regulations	Limited civil society engagement urging government action in support of stronger conservation and human rights regulations in consumer and/or producer countries.	Bolivian civil society coalition urging government action; continued civil society advocacy for Brazilian Cerrado.	Civil society engagement urging government action in support of stronger conservation and human rights regulations in at least two consumer and/or producer countries.	Civil society engagement in five consumer and/or producer countries (e.g., Germany, Norway, Bolivia, Paraguay, Argentina, and France) urging government action in support of stronger conservation and human rights regulations.	Donor, government, civil society announcements
OUTPUT 3.1.1	The development and implementation of public advocacy campaigns urging governments in key consumer and producer countries to adopt and implement No Deforestation, No Exploitation policies consistent with FPIC for soy and/or beef. [6]	*The existence of a public advocacy campaign can be measured by numerous tactics and activities, including public demonstrations, earned and paid media, citizen meetings, investigations and reports, online engagement, petitions,*	Limited civil society engagement urging government action in support of stronger conservation and human rights regulations in consumer and/or producer countries.	Develop a plan to integrate existing campaign work with opportunities for leveraging	Public advocacy campaign in at least two consumer and/or producer countries.	Public advocacy campaigns targeted at governments in five key consumer and/or producer countries.	Civil society coalition letters, meetings, media coverage, actions.

[5] *(Note: While we work to create direct on-the-ground change through private sector action, we also seek to create political realignments in the public sector. By persuading companies that once lobbied and bribed governments to weaken environmental protection and human rights enforcement to instead adopt their own voluntary No Deforestation, No Exploitation policies, we create an incentive for them to want their competitors to be subject to the same rules. This leads them to support, or at least reduce their opposition to, improved environmental and social governance. We intend to seize this window of opportunity to drive governmental legislation and regulation. Conversely, the mere "threat" of regulation in areas where civil society is effectively mobilized to demand government action compels the private sector toward voluntary commitments and initiatives in order to make that regulation unnecessary. As in other areas of our work, our focus will be primarily on private sector action, although we will strategically employ public policy as a lever to move the private sector and when sufficient political opportunity exists or is created.)*

[6] *The objective in itself is to create a campaign that will influence governments in key countries to adopt and implement NDNE policies. The implementation of this activity in itself (public advocacy campaign creation and implementation) is therefore reported as an output. As per the output indicators, the objective is not making governments in key countries adopt and implement NDNE policies (...), as this is out of the*

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		letter writing, etc. As described in Section 4, "Theory of Change," campaigns utilizing these tools are strategically developed in to drive industry transformation and create political realignments. Mighty Earth analyzes each area of its work geographically, by commodity, and by industry within the larger context of systemic change to determine which are the appropriate tools for each campaign.		government action.			
SUB-OUTCOME 3.2	Large companies in France report on and act to mitigate and/or eliminate deforestation and human rights abuses in their supply chains in compliance with "devoir de vigilance."	Number and scale (percentage of market share) of companies that are in compliance with France's devoir de vigilance, determined by whether they identify issues in their supply chains and implement actions to address identified issues.	No companies have taken action to comply with France's devoir de vigilance.		At least three companies at risk of having deforestation and human rights abuses in their supply chains respond to Mighty Earth's legal letters and filings under France's devoir de vigilance.	Seven companies are in compliance with France's devoir de vigilance, representing >25% of the French retail market share for beef and/or soy.	Donor, government, and civil society announcements; company reporting in accordance with legislation.
OUTPUT 3.2.1	Engaged both upstream actors and consumer facing in legal correspondence, and implemented public pressure to compel compliance with the recently enacted devoir de vigilance	Number of companies that the advocacy is aimed at engaging	0 companies. No efforts to compel compliance with devoir de vigilance	Identify strategic targets for legal action. Engage with at least 20 companies	Take legal action under devoir de vigilance relating to 2-4 companies Educated public Continue company engagement	Legal action taken and a campaign built around 2-4 strategically chosen companies to compel systemic compliance with devoir de vigilance and build a case for the law's replication in other countries.	Lawsuits, outreach materials, agreements.
SUB-OUTCOME 3.3	Donor governments, agencies, and organizations (e.g., the World Bank, IFC, IDH, Interamerican Development Bank), as well private financial sources, provide	Policies and actions by the donor governments, agencies, and organizations, as well as private financial sources	International donors such as Norway, World Bank, IFC, IDH and others have expressed willingness to provide financing in various		Meaningful dialogue between companies in the soy and/or cattle supply chain and	International donors and financiers adopt policies or otherwise take action to incentivize private and public sector actors to act	Government and civil society announcements

project implementation/control. Such an objective is typically an impact, aimed at structural changes. However, as CIP will work with Outcome 3 parallelly with, and in order to bolster outcomes 1 and 2, through the campaign and advocacy approach, this is provided as an outcome and not an impact.

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	complementary financial support to incentivize private sector action on soy and cattle.		forms (government-to-government, concessional finance, smallholder incentives and training) to support the extension of joint industry action on soy to other biomes when combined with real action by industry. Although there have been modest-scale individual examples of donor finance to incentivize deforestation-free soy in the past, most donors are rightly waiting for industry to signal a real commitment to tackle deforestation and human rights issues before deploying significant capital		international donors to develop an understanding of opportunities related to international finance.	on conservation, stop land-grabbing, and protect land defenders.	
OUTPUT 3.3.1	Education and collaboration with donor governments, agencies,, and organizations (e.g., the World Bank, IFC, IDH, Interamerican Development Bank), as well as private financial sources, to develop model policies and actions to further incentivize private sector action on soy and cattle.	Meetings, phone conversations, emails, letters, outreach materials.	We have conducted little direct engagement with international donors such as Norway, the World Bank, IFC, and IDH regarding financing policies related to these issues.	Relevant informational materials developed for financiers and donors to support No Deforestation, No Exploitation commodity production in the context of effective and credible industry action.	Engagement with 4 financial institutions and governments to develop timelines for policies and relevant actions	Direct engagement and dialogue with 7 international donors to develop model policies, actions, and timelines.	Internal monitoring of correspondence, meetings, and other engagements

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PART II: GENERAL CONDITIONS APPLICCABLE TO GRANTS FROM THE NORWEGIAN AGENCY FOR DEVELOPMENT COOPERATION

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1 IMPLEMENTATION PLAN AND BUDGET

1.1 Any updated implementation plan to be submitted in accordance with the Specific Conditions shall be directly related to the results framework and shall specify planned activities and outputs and time schedules for the upcoming reporting period.

1.2 Any updated budget to be submitted in accordance with the Specific Conditions shall be based on the approved budget in Annex A and include estimated income to the Project from all sources as well as planned expenditures for the upcoming reporting period. The estimated financial need of the Project in the upcoming reporting period shall be clearly stated.

1.3 Significant deviations from or changes to the implementation plan and budget is subject to Norad's prior, written approval as outlined in article 12 of the General Conditions.

2 PROGRESS REPORT

2.1 Any progress reports to be submitted in accordance with the Specific Conditions shall describe the results achieved by the Project during the reporting period. The report shall be set up in a way that allows direct comparison with the latest approved Application, implementation plan and budget, and shall be signed by an authorised representative of the Grant Recipient.

2.2 The progress reports shall, as a minimum, include:

a) an account of the results achieved so far by the Project, using the format, indicators and targets of the approved results framework. The overview must:
   - show delivered outputs compared to planned outputs;
   - show the Project's progress towards achieving the Outcome;
   - if possible, describe the likelihood of the Impact being achieved.

b) an account and assessment of deviations from the latest approved implementation plan and Application;

c) an assessment of how efficiently Project resources have been turned into Outputs;

d) a brief account of materialised risk factors to the Project, including how these have been handled in the reporting period and/or will be handled in the future. Identified risks related to the climate and environment, gender equality, corruption and other financial mismanagement and human rights shall always be accounted for.

3 FINANCIAL REPORT

3.1 Any financial report to be submitted in accordance with the Specific Conditions shall comprise financial statements with a comparison to the latest approved budget for the reporting period, as well as an identification of any deviations from the budget as per clause 3.3 below. The financial report shall be certified by the financial controller (or equivalent) as well as an authorised representative of the Grant Recipient.

3.2 The financial statements shall be set up in a way that allows for direct comparison with the latest approved budget, using the same currency and budget line items. They shall, as a minimum, include:

a) the accounting principles applied;
b) income from all sources, including bank interest. Norad's contribution shall be specified;
c) expenses charged/capitalised in the relevant reporting period;
d) expenses charged/capitalised from start-up of the Project to the end of the reporting period;
e) unused funds as per the reporting date;

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f) overhead/indirect costs to be covered by the Grant in accordance with article 4 of the Specific Conditions;
g) balance sheet, when required in accordance with the accounting principles applied;
h) explanatory notes including a description of the accounting policies used and any other explanatory material necessary for transparent financial reporting of the Project.

3.3 Deviations between the approved budget and the expenses charged/capitalised shall be highlighted with information on both nominal amounts and percentage of each deviation. The Grant Recipient shall include a written explanation of any deviations amounting to more than 10% from a budget line.

4 FINAL REPORT

4.1 The final report to be submitted in accordance with the Specific Conditions shall describe the results achieved by the Project during the Support Period. The report shall be set up in a way that allows for a direct comparison with the Application, and shall be signed by an authorised representative of the Grant Recipient.

4.2 The final report shall, as a minimum, include:

a) the items listed for the progress reports described in article 2 of the General Conditions, covering the entire Support Period;
b) an assessment of the Project's effect on society (Impact);
c) a description of the main lessons learned from the Project;
d) an assessment of the sustainability of the results achieved by the Project.

5 AUDIT

5.1 If an audit of the Project's financial statements is required pursuant to the Specific Conditions, the audit shall be carried out by an independent chartered/certified or state-authorised public accountant (auditor).

5.2 Norad reserves the right to approve the auditor, and may require that the auditor shall be replaced if Norad finds that the auditor has not performed satisfactorily or if there is any doubt as to the auditor's independence or professional standards.

5.3 The auditor shall form an opinion on whether the Project's financial statements fairly reflect the financial position of the Project and whether they are prepared, in all material respects, in accordance with the applicable financial reporting framework, namely:

a) the accounting principles followed by the Grant Recipient and;
b) the requirements of article 3 clause 2 of the General Conditions.

5.4 The auditor shall report in accordance with the applicable audit standard, as agreed in the Specific Conditions.

5.5 The audit report shall include:

a) the Project name and agreement number;
b) identification of the Project's total expenses and total income;
c) the subject of the audit;
d) the financial reporting framework applied;
e) the auditing standards applied;

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f) a statement that the auditor has obtained reasonable assurance about whether the financial statements as a whole are free from material misstatement;
g) the auditor's opinion.

5.6 In addition to the Project's audit report, the auditor shall submit a management letter (matters for governance attention), which shall contain any findings made during the audit of the Project. It shall also list any measures that have been taken as a result of previous audits and whether such measures have been adequate to deal with reported shortcomings.

5.7 If any findings have been reported in the Project's management letter, the Grant Recipient shall prepare a response including an action plan to be submitted to Norad together with the management letter.

5.8 The costs of the audit of the Project's financial statements shall be included in the Project's budget.

5.9 The audit requirements stated in this Agreement are applicable for the total Grant, including any part of the Grant that has been transferred to a cooperating partner.

5.10 The auditor of the Project's consolidated financial statement is responsible for the direction, supervision and performance of the audit of any part of the Grant that has been transferred to a cooperating partner. The auditor shall assure itself that those performing the audit for cooperating partners have the appropriate qualifications, that the audit is in compliance with professional standards, and that the audit report is appropriate under the circumstances.

5.11 The auditor of the Project's consolidated financial statement shall express an opinion on whether the statement is prepared, in all material respects, in accordance with the requirements of this Agreement. To this end, the auditor shall obtain sufficient appropriate audit evidence regarding the financial statements of the cooperating partner and the consolidation process.

6 CONTROL MEASURES

6.1 Representatives of Norad and the Norwegian Auditor General may at all times carry out independent reviews, audits, field visits or evaluations or other control measures related to the Project. The objective of such control measures may be i.a to verify that the Grant has been used in accordance with the Agreement or to evaluate the achievement of results.

6.2 The Grant Recipient shall facilitate such control measures by providing all information and documentation necessary to carry out the relevant initiative, as well as ensuring unrestricted access to any premises, records, goods and documents requested.

6.3 The representatives of Norad and the Norwegian Auditor General shall also have access to the Grant Recipient's auditor and the auditor's assessments of all information pertaining to the Grant Recipient and the Project. The Grant Recipient shall release the auditor from any confidentiality obligations in order to facilitate such access.

6.4 The rights and obligations of this article 6 shall remain in force for 5 years following expiry or termination of the Agreement.

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7 FINANCIAL MANAGEMENT

7.1 The Grant Recipient shall keep accurate accounts of the Project's income and expenditure using an appropriate accounting- and double-entry book-keeping system[1] in accordance with the applicable accounting- and bookkeeping policies in the jurisdiction of the Grant Recipient.

7.2 The accounts shall be kept up to date at least on a monthly basis. Bank reconciliations[2] and cash reconciliations[3] shall be completed at least every month, and shall be documented by the Grant Recipient.

7.3 Income and expenditures relating to the Project must be easily identifiable and verifiable, either by using separate accounts for the Project or by ensuring that Project expenditure can be easily identified and traced within the general accounting- and bookkeeping systems. The accounts must provide details of bank interest accrued on the Grant.

7.4 The Grant Recipient shall keep the Project's accounting records for at least 5 years from the time of Norad's approval of the final report for the Project. This shall include i.a. vouchers, receipts, contracts and bank statements.

8 EXCHANGE RATE FLUCTUATIONS

8.1 If the Grant is converted into another currency, the exchange shall be made through a national or commercial bank unless otherwise approved by Norad.

8.2 If exchange rate fluctuations decrease the value of the Grant to such an extent that this will have consequences for the implementation of the Project, the Grant Recipient shall inform Norad as soon as possible.

8.3 If exchange rate fluctuations increase the value of the Grant, the gain shall be treated as disbursed Grant funds and used for Project purposes. Net surplus from conversion into foreign currency shall be subtracted from future disbursements or repaid as unused funds at the end of the Support Period, unless otherwise agreed between the Parties.

9 EQUIPMENT, CONSUMABLES AND INTELLECTUAL PROPERTY RIGHTS

9.1 The right of ownership to equipment, consumables and intellectual property rights procured or developed by use of the Grant shall vest in the Grant Recipient or its cooperating partner, unless otherwise stated in the Application. All matters associated with such equipment, consumables and intellectual property rights are the exclusive responsibility of the Grant Recipient. However, significant use of such equipment, consumables and intellectual property rights for purposes outside the Project shall be subject to the Norad's prior approval, as outlined in Article 12 of the General Conditions.

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1 A double-entry bookkeeping a system is system of bookkeeping where every entry to an account requires a corresponding and opposite entry to a different account.
2 Bank reconciliation is a process of verifying whether the sum found in the bank statements at the end of the period correspond with transactions recorded in the accounting system. This is usually done in conjunction with closure of the accounting records.
3 Cash reconciliation is a process of verifying whether the cash at hand at the end of the period corresponds with the amount of cash in the beginning of the period and the registrations of withdrawals and deposits in the period. This is usually done in conjunction with closure of the accounting records.

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9.2 Norad shall have a non-exclusive and royalty-free license to use all intellectual property rights procured or developed by the use of the Grant. Norad may assign this right to any individual or organisation at its own discretion.

9.3 Transfer of ownership of such equipment, consumables or intellectual property rights during the Support Period shall be made at market terms. Ownership may not be transferred to an employee of the Grant Recipient or its cooperating partner, or to anyone related or connected to an employee, if such relation could lead to a conflict of interest as described in article 16 of the General Conditions.

9.4 Before a transfer is decided, the Grant Recipient shall assess whether it may have an impact on the Project and, where appropriate, consult with Norad. Any income from a transfer shall accrue to the Project, and shall be reported in the financial statement of the Project.

9.5 The Grant Recipient shall prepare a record of transfer of ownership for any equipment, consumables and intellectual property rights. The record shall comprise information about the object of transfer, the original purchase price paid by the Grant Recipient, price offers received, the final sales price and the name of the purchaser. The record shall be submitted to Norad along with the first progress report due after the sale.

9.6 If the activities of the Project do not continue after the end of the Support Period or after termination of the Agreement, the Grant Recipient shall inform Norad about the remaining equipment and goods that have been purchased by use of the Grant. The Norad may require that such assets be sold. Such sale shall be completed in accordance with the procedures described above. Income from the sale shall be repaid to Norad unless otherwise agreed by the Parties.

10 REAL PROPERTY

10.1 The Grant may not be used to purchase or construct real property (land or buildings) unless explicitly approved by Norad.

10.2 If Norad has approved a purchase or construction of real property, the Grant Recipient and Norad shall agree on the details concerning the ownership and the status of the real property after the end of the Support Period and/or the end of the Project. The agreement may be formalised in the Specific Conditions or in a separate agreement document.

10.3 Norad may in such an agreement require i.a. that the real property shall be sold after the end of the Support Period and that the proceeds from the sale shall be repaid to Norad. Norad may also reserve the right to establish security interests in any real property purchased by use of the Grant.

11 TRANSFER OF THE GRANT TO A COOPERATING PARTNER

11.1 Transfer of all or part of the Grant including assets to a cooperating partner shall be documented through a written agreement. The agreement shall specify that the cooperating partner is required to comply with the provisions of this Agreement and to cooperate with the Grant Recipient to ensure that the Grant Recipient is able to fulfil its obligations hereunder.

11.2 The agreement between the Grant Recipient and the cooperating partner shall have provisions related to i.a. reporting, audit, procurement and measures to prevent financial irregularities. Furthermore, the agreement shall explicitly state that:

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a) both the Grant Recipient, Norad and the Norwegian Auditor General shall have the same access to undertake the control measures related to the cooperating partner's use of the Grant as described in article 6 of the General Conditions,
b) the Grant Recipient shall be entitled to claim repayment of the Grant from the cooperating partner in the same instances and to the same extent that Norad is entitled to claim repayment from the Grant Recipient, and the cooperating partner shall accept that Norad has the right to claim repayment directly from the cooperating partner to the same extent as the Grant Recipient,
c) the cooperating partner shall accept the choice of law and settlement of disputes provisions in article 24 of the General Conditions in relation to any disputes arising between the cooperating partner and Norad.

11.3 The Grant Recipient shall assure itself that the cooperating partner has the necessary competence and internal procedures to meet the requirements of the Agreement and shall follow-up the cooperating partner's compliance with the Agreement throughout the Support Period.

11.4 The Grant may not be transferred to a cooperating partner who has previously been charged or sentenced for any criminal activity unless explicitly approved by Norad.

11.5 The Grant Recipient shall remain fully responsible towards Norad for any part of the Grant, including assets, that has been transferred to a cooperating partner.

12 CHANGES TO THE PROJECT OR THE GRANT RECIPIENT

12.1 Any significant deviations from or changes to the Application or approved implementation plans or budgets are subject to Norad's prior, written approval. The same applies to significant changes to, or circumstances materially affecting, the Grant Recipient's organisation.

12.2 The following deviations/changes shall always be subject to Norad's prior written approval:

a) any changes to the Project's sources of income,
b) any changes to the results framework or scope of the Project,
c) changes to the implementation plan which implies a delay of more than three months of any activity,
d) changes to the Project's budget that imply reallocation of more than 10% of a budget line.

12.3 Norad may suspend disbursements of the Grant until such changes have been approved.

13 EXTENSION OF THE SUPPORT PERIOD

13.1 The Support Period of the Project is set out in the Specific Conditions. The Grant Recipient must, without delay, inform Norad of any circumstances likely to hamper or delay the implementation of the Project.

13.2 The Grant Recipient may request an extension of the Support Period if this is necessary to complete all planned activities. The request must state the reasons for the delay and supporting documentation must be enclosed. Norad shall approve or decline the request in writing.

14 TRANSPARENCY

14.1 The Grant Recipient shall publish the following in a dedicated and easily accessible place of its internet site:

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a) a copy of this Agreement;
b) the title and value of any contracts, cooperation agreements and/or other sub-agreements of more than NOK 500 000 (or the equivalent in local currency) which are to be financed by the Grant;
c) the names and nationalities of the respective agreement parties and, if relevant, any further sub-grantees or contractors in receipt of Project funds;

Any deviations from this article 14 shall be agreed by the Parties in writing, i.a. in the Specific Conditions.

14.2 Publication shall take place as soon as possible, and at the latest within six months after the contracts, cooperation agreements and/or other sub-agreements were entered into

14.3 The Grant Recipient shall make other project documentation, including the Application and all agreed reports, available to anyone upon request. Requests for disclosure may be denied if such disclosure is prohibited by confidentiality obligations and/or if it may be detrimental to the Grant Recipient's legitimate interests.

15 FINANCIAL IRREGULARITIES

15.1 The Grant Recipient is required to practise zero tolerance against corruption and other financial irregularities within and related to the Project. The zero tolerance policy applies to all staff members, consultants and other non-staff personnel and to cooperating partners and beneficiaries of the Grant.

15.2 Financial irregularities refers to all kinds of:

a) corruption, including bribery, nepotism and illegal gratuities;
b) misappropriation of cash, inventory and all other kinds of assets;
c) financial and non-financial fraudulent statements;
d) all other use of Project funds which is not in accordance with the implementation plan and budget.

15.3 In order to fulfil the zero tolerance requirement, the Grant Recipient shall:

a) organise its operations and internal control systems in a way that financial irregularities are prevented and detected;
b) do its utmost to prevent and stop financial irregularities within and related to the Project;
c) require that all staff involved in, and any consultants, suppliers and contractors financed under the Project refrain from financial irregularities.

15.4 The Grant Recipient shall inform Norad immediately of any indication of financial irregularities in or related to the Project. The Grant Recipient shall provide Norad with an account of all the known facts and an assessment of how the matter should be followed up, including whether criminal prosecution or other sanctions are considered appropriate.

15.5 The matter will be handled by Norad in accordance with Norad's guidelines for handling suspicion of financial irregularities. The Grant Recipient shall cooperate fully with Norad's investigation and follow-up. If requested by Norad, the Grant Recipient shall initiate prosecution and/or apply other sanctions against persons or entities suspected of financial irregularities.

15.6 Norad may claim repayment of all or parts of the Grant in accordance with article 17 of the General Conditions if it finds that any financial irregularities have taken place in or related to the

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Project. The repayment claim may also include any interest, investment income or any other financial gain obtained as a result of the financial irregularity.

16 CONFLICT OF INTEREST

16.1 The Grant Recipient shall take all necessary precautions to avoid any conflicts of interest in all matters related to the Project.

16.2 Conflict of interest refers to any situation where the impartial and objective exercise of the functions of anyone acting on behalf of the Grant Recipient is, or may be, compromised for reasons involving family, personal life, political or national affinity, economic interest or any other connection or shared interest with another person.

16.3 If a conflict of interest occur, the Grant Recipient shall, without delay, take all necessary measures to resolve the conflict, e.g. by replacing the person in question or by obtaining independent verification of the terms of the proposed decision or transaction.

16.4 If the conflict of interest cannot be resolved and/or if it relates to a decision or transaction of special significance to the Project, the decision or transaction may not be concluded without the prior, written approval of Norad.

17 BREACH OF THE AGREEMENT

17.1 If the Grant Recipient fails to fulfil its obligations under this Agreement and/or if there is suspicion of financial irregularities, Norad may suspend disbursement of all or part of the Grant.

17.2 In the event of material breach of the Agreement, Norad may terminate the Agreement with immediate effect, and/or claim repayment of all or parts of the Grant.

17.3 Material breach of the Agreement shall include, without limitation, the following situations:

a) all or part of the Grant has not been used in accordance with the Agreement and/or approved implementation plans and budget,
b) the Grant Recipient has made false or incomplete statements to obtain the Grant,
c) the use of the Grant has not been satisfactorily accounted for,
d) the Grant Recipient has, after having been granted an extended deadline, failed to provide the agreed reports, or has knowingly provided reports that do not reflect reality,
e) financial irregularities, grave professional misconduct or illegal activity of any form have taken place within the Grant Recipient or its cooperating partners,
f) the Grant Recipient has failed to inform Norad of indication of financial irregularities within the Project in accordance with article 15 of the General Conditions,
g) the Grant Recipient has changed legal personality without prior notification to Norad,
h) the Grant Recipient is bankrupt, being wound up or is having its affairs administered by the courts, or is subject to any analogous or corresponding procedure provided for under national legislation.

17.4 The Grant Recipient shall inform Norad immediately of any circumstances that may indicate or lead to a breach of Agreement, and shall provide Norad with any information or documentation it may reasonably require in order to determine if a breach of the Agreement has occurred.

17.5 Norad may also suspend disbursements or terminate the Agreement with immediate effect if a material breach of another agreement between Norad and the Grant Recipient has been established.

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18 TERMINATION OF THE AGREEMENT

18.1 Each of the Parties may terminate the Agreement upon a written notice.

18.2 The Support Period shall end three months after the date of the notice of termination. During these three months, the Grant Recipient may only use the Grant to cover commitments that have been established before the date of the notice of termination.

18.3 If the Project cannot continue without the Grant, the Grant Recipient shall use these three months to discontinue or scale down the Project promptly and in an orderly and financially sound manner. Any funds that remain unused at the end of the Support Period shall be repaid to Norad.

18.4 The Grant Recipient shall submit a final report to Norad within three months of the end of the Support Period. The final report shall meet the requirements set out in article 4 of the General Conditions and shall also include a financial report and audit report covering the period from the previous financial report until the end of the Support Period.

18.5 The Agreement will be considered terminated when the final report has been approved by Norad and any remaining funds have been repaid.

19 WAIVER AND IMMUNITIES

19.1 Nothing in the Agreement or any document related to the Agreement shall imply a waiver, express or implied, by Norad, the Government of Norway or any of its officials of any privileges or immunity enjoyed by them or their acceptance of the jurisdiction of the courts of any country over disputes arising thereof. This article 19 will not prevent arbitration or court proceedings in the legal venue of the Grant Recipient pursuant to article 24 of the General Conditions.

20 LIABILITY

20.1 Norad shall not under any circumstances or for any reason be held liable for damage, injury or loss of income sustained by the Grant Recipient or its staff or property as a direct or indirect consequence of the Project. Norad will not accept any claim for compensation or increases in payment in connection with such damage, injury or loss of income.

20.2 The Grant Recipient shall assume sole liability towards third parties, including liability for damage, injury or loss of income of any kind sustained by them as a direct or indirect consequence of the Project. The Grant Recipient shall indemnify Norad against any claim or action from the Grant Recipient's employees or third parties in relation to the Project.

21 ASSIGNMENT

21.1 The Agreement and/or the Grant may not be assigned to a third party without the prior written consent of Norad. This shall not, however, prevent transfer of parts of the Grant to a cooperating partner in accordance with article 11 of the General Conditions.

22 RECOGNITION AND PUBLICATION

22.1 The Grant Recipient shall acknowledge Norad's support to the Project in all publications and other materials issued in relation to the Project. Norad's logotype will be provided by Norad upon request. All use of Norad's logotype must be approved by Norad.

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23 ENTRY INTO FORCE, DURATION AND AMENDMENT

23.1 The Agreement shall enter into force at the date of the last signature and shall remain in force until all obligations arising from it have been fulfilled, or until it is terminated in accordance with the provisions of the General Conditions. Whether the obligations of the Agreement shall be considered fulfilled, will be determined through consultations between the Parties and confirmed by Norad in a completion letter.

23.2 The Agreement may be amended. Any such amendment must be agreed upon in writing between the Parties and shall become an integral part of the Agreement.

23.3 Termination or expiry of the Agreement shall not release the Parties from any liability arising from any act or omission that has taken place prior to such termination or expiry.

24 CHOICE OF LAW AND SETTLEMENT OF DISPUTES

24.1 The Agreement shall be governed and construed in accordance with Norwegian law.

24.2 If any dispute arises relating to the implementation or interpretation of the Agreement, the Parties shall seek to reach an amicable solution.

24.3 Any dispute arising out of or in connection with the Agreement that cannot be solved amicably, shall exclusively be settled before the Norwegian courts of law with Oslo District Court as legal venue.

24.4 The Grant Recipient accepts that Norad can, at its own sole discretion and as an alternative to the legal venue mentioned above, choose to settle the dispute by

a) the courts in the legal venue of the Grant Recipient, or
b) arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitral tribunal shall be composed of three arbitrators. If the disputed amount is below an amount corresponding to NOK 10 000 000 the arbitral tribunal shall, however, be composed of a sole arbitrator. The seat of arbitration shall be Stockholm, Sweden, and the language to be used in the arbitral proceedings shall be English. The Parties agree that neither the arbitral proceedings nor the award shall be subject to any confidentiality.

24.5 The Parties agree that no other courts of law, than as set out in this article 24, shall have jurisdiction over disputes arising out of or in connection with this Agreement.

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PART III: PROCUREMENT IN THE CONTEXT OF PROJECTS FINANCED BY THE NORWEGIAN AGENCY FOR DEVELOPMENT COOPERATION

1 INTRODUCTION

1.1 This Part III sets out procurement rules and principles which shall be applied by the Grant Recipient when procuring goods, services or works to Projects financed by the Agency for Development Cooperation (Norad). Stricter rules may supplement the compulsory minimum rules set forth in this Part III.

1.2 Norad may carry out ex post checks on the Grant Recipient's compliance with the rules set forth in this Part III.

1.3 Failure to comply with the rules set forth in this Part III shall render the Project expenditure ineligible for Norad funding and may lead to withholding funds or claim for repayment in accordance with article 17 of the General Conditions (Part II) of this Agreement.

1.4 Contracts shall not be split artificially to circumvent the procurement thresholds. All monetary amounts referred to in this Part III are amounts excluding value-added tax (VAT).

1.5 The procurement provisions shall also apply to any procurements to be carried out by the Grant Recipient's cooperation partners or others. The Grant Recipient shall be responsible for compliance as per article 11 of the General Conditions (Part II) of this Agreement regardless of whether the procurement is carried out by the Grant Recipient itself or its cooperation partners or others.

1.6 Sections 1 to 4 set out rules, which shall apply to all contracts. Sections 5 to 6 contain specific rules for service, supply and works contracts. Section 7 lists the situations where a negotiated procedure without prior publication is permitted.

2 BASIC PRINCIPLES

2.1 If a Project requires procurement by the Grant Recipient, the contract must be awarded following a tender procedure to the most economically advantageous tender (i.e. to the tenderer obtaining the best score based on price and quality), or, as appropriate, to the tenderer offering the lowest price. In doing so, the Grant Recipient shall avoid any conflict of interests and respect the following basic principles:

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a) **Competition:** The procedures applied and the award of contracts shall be based on fair competition.

b) **Equal treatment and non-discrimination:** Participation in tender procedures shall be open on equal terms to all natural and legal persons. During the entire procurement and the award of contracts, the Grant Recipient shall not discriminate against candidates/tenderers or groups of candidates/tenderers.

c) **Transparency and ex-ante publicity:** As a general rule, tender procedures shall be based on prior publication. Where the Grant Recipient does not launch an open tender procedure, it shall justify the choice of tenderers that are invited to submit an offer.

d) **Objective criteria:** The Grant Recipient shall evaluate the offers received against objective criteria, which enable the Grant Recipient to measure the quality of the offers and shall take into account the price (the offer with the lowest price shall be awarded the highest score for the price criterion). The criteria shall be set out beforehand and shall be relevant to the contract in question.

e) **Notoriety:** The Grant Recipient shall keep sufficient and appropriate records and documentation with regard to the procedure, its evaluation and award.

3 ELIGIBLE TENDERERS

3.1 Tenderers must provide information on their legal form and ownership structure.

3.2 Tenderers shall be excluded from participation in a procurement procedure if:

a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations. However, tenderers in this situation may be eligible to participate insofar as the Grant Recipient is able to purchase supplies on particularly advantageous terms from either a supplier which is definitively winding up its business activities, or the receivers or liquidators of a bankruptcy, through an arrangement with creditors, or through a similar procedure under national law;

b) they or persons having powers of representation, decision-making or control over them have been convicted of an offence concerning their professional conduct by a final judgment;

c) they have been guilty of grave professional misconduct; proven by any means which the Grant Recipient can justify;

d) they have not fulfilled obligations relating to the payment of social security contributions or taxes in accordance with the legal provisions of the country in which they are established, or with those of the country of the Grant Recipient or those of the country where the contract is to be performed;

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e) they or persons having powers of representation, decision-making or control over them have been convicted for fraud, corruption, involvement in a criminal organisation or money laundering by a final judgment;

f) they make use of child labour or forced labour and/or practise discrimination, and/or do not respect the right to freedom of association and the right to organise and engage in collective bargaining pursuant to the core conventions of the International Labour Organization (ILO).

3.3 Tenderers shall confirm in writing that they are not in any of the situations listed above. Even if such confirmation is given by a tenderer, the Grant Recipient shall investigate any of the situations listed above if it has reasonable grounds to doubt the contents of such confirmation.

3.4 Contracts shall not be awarded to tenderers which, during the procurement procedure:

a) are subject to a conflict of interests;

b) are guilty of misrepresentation in supplying the information required by the Grant Recipient as a condition of participation in the tender procedure, or fail to supply this information.

4 GENERAL PROCUREMENT RULES

4.1 The tender documents shall be drafted in accordance with best international practice. The Grant Recipient may voluntarily use the models published in the Practical Guide on the EuropeAid (EU) website.

4.2 The Grant Recipient shall take into account universal design and the potential environmental impact of any planned procurements.

4.3 All invitations to submit tenders shall state that offers will be rejected if any illegal or corrupt practises have taken place in connection with the award. All contracts concluded under the Project shall state that the Grant Recipient may terminate the contract if it finds that illegal or corrupt practises have taken place in connection with the contract award or execution.

4.4 The time-limits for receipt of tenders and requests to participate must be sufficient to allow interested parties a reasonable and appropriate period to prepare and submit their tenders.

4.5 An evaluation committee must be set up to evaluate applications and/or tenders of a value of NOK 500 000 or more on the basis of the exclusion, selection and award criteria. This committee must have an odd number of members, at least three, with all the technical and administrative capacities necessary to give an informed opinion on the tenders.

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4.6 For contracts with a value exceeding NOK 100 000, the Grant Recipient shall compile a written record with documentation of all assessments and decisions during all steps of the procurement process from the planning stage until the signing of the contract. Upon request by Norad, the Grant Recipient shall deliver its written record to Norad and grant Norad access to all relevant information and documentation related to the procurement procedure and practices applied.

5 AWARD OF CONTRACTS

5.1 Contracts with a value of less than NOK 500 000 may be awarded by using any procurement procedure established by the Grant Recipient, while respecting the rules and principles laid down in Sections 1 to 4 of this Part III.

5.2 Contracts with a value exceeding NOK 500 000 shall be awarded by means of one of the following procurement procedures:

a) **Open tender procedure:** In open procedures, any interested tenderer may submit a tender in response to a call for competition. The tender shall be accompanied by the information for qualitative selection as requested by the Grant Recipient.

b) **Restricted procedure:** In restricted procedures, any tenderer may submit a request to participate in response to a call for competition by providing the information for qualitative selection as requested by the Grant Recipient. Only those tenderers invited to do so by the Grant Recipient following its assessment of the information provided may submit a tender. The Grant Recipient may limit the number of suitable candidates to be invited to participate in the procedure.

c) **Competitive procedure with negotiation:** In competitive procedures with negotiation, any tenderer may submit a request to participate or a tender in response to a call for competition by providing the information for qualitative selection as requested by the Grant Recipient. Tenderers may submit an initial tender, which shall be the basis for subsequent negotiations. The minimum requirements and the award criteria shall not be subject to negotiations.

5.3 Where the Grant Recipient does not launch an open tender procedure, it shall justify and document in writing the choice of tenderers that are invited to submit an offer.

5.4 Deviations from the procedures listed in Section 5.2 are limited to the situations listed in Section 7 of this Part III.

6 PUBLICATION OF PROCUREMENT NOTICE

6.1 The following shall apply with respect to publication of the procurement notice: [1]

[1] Definitions of different types of contracts and procedures can be found in Directive 2014/24/EU.

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a) **Service and supply contracts from NOK 500 000 to less than NOK 2 500 000 and works contracts from NOK 500 000 to less than NOK 40 000 000**

The prior procurement notice shall be published in all appropriate media, at least in the country in which the Project will be carried out as well as on the Grant Recipient's website.

b) **Service and supply contracts with a value of NOK 2 500 000 and above and works contracts with a value of NOK 40 000 000 and above**

The prior procurement notice shall be published in all appropriate media, in particular on the Grant Recipient's website, in the international press and the national press of the country in which the Project will be carried out, and in any other relevant specialist periodicals.

7 USE OF NEGOTIATED PROCEDURE WITHOUT PRIOR PUBLICATION

7.1 The Grant Recipient may use a negotiated procedure without prior publication in the following cases:

a) if any of the circumstances set out in Article 32 of Directive 2014/24/EU are present;

b) for purposes of humanitarian aid and civil protection operations or for crisis management aid in a crisis that has been formally recognised by and for the time period declared by Norad;

c) where the services are entrusted to public-sector or non-profit bodies and relate to activities of an institutional nature or are designed to provide assistance to people in the social field;

d) for contracts declared to be secret, or whose performance must be accompanied by special security measures, or when the protection of the essential interests of the Norad so requires.

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