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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
(Mekong 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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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 (Mekong 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? 01/01/2018

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
10/05/2018	Norwegian Agency for Development Cooperation	Grant payment (Mekong project)	$ 1,186,645.00
07/08/2019	Norwegian Agency for Development Cooperation	Grant payment (Mekong project)	$ 253,337.00
12/23/2019	Norwegian Agency for Development Cooperation	Grant payment (Mekong project)	$ 870,903.00
09/22/2020	Norwegian Agency for Development Cooperation	Grant payment (Mekong project)	$ 465,399.00
			$ 2,776,284.00

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 purpose of the project is to reduce deforestation and land-grabbing by rubber companies in the Mekong region and drive a shift to smallholder-centered sustainable agriculture production. The objectives include:
- Outcome I. Companies producing, sourcing and investing in rubber from the Mekong region as well as their downstream customers (e.g. automotive companies, aerospace industry) introduce proactive commitments and measures to enforce "zero exploitation" and "zero deforestation," as well as other human rights protections for workers and communities.
- Outcome 2. Key rubber-producing countries in the Mekong lay the groundwork for stronger environmental and social safeguards and improved smallholder livelihoods in laws and regulations related lo land, forests, investment, and commodity production, while key rubber-consuming countries consider new requirements for legality and sustainability of rubber imports and overseas investment in the agricultural sectors.
- Outcome 3. Local and indigenous communities and smallholder farmers are better able to defend rights over land, forest, and other resources in the Mekong region. Civil society capacity to support these processes via legal and advocacy strategies is improved, within each country's unique space for CSO engagement.

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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 products and/or services of the project are:
- Investigative reports linking deforestation and land-grabbing to rubber producers and their customers (tire producers and further downstream actors) provide sound evidence base for corporate action.
- Key players in the rubber supply chain - tire companies, automotive companies, aerospace companies, and investors - lay the groundwork for and/or adopt "no deforestation, no exploitation" policies.
- Rubber companies in Vietnam, with policy/regulatory support, improve compliance on rubber sourcing in adherence to international conventions on land rights and labor and other best practices.
- Groundwork laid for Industry Joint Action Mechanism.
- Provision of technical advisory services and lessons-learned related to fair and equitable laws, policies and regulations that impact land and forests; the integration of anti-corruption "integrity mechanisms" into policies, regulatory frameworks and administrative processes in Mekong countries; and, pro-smallholder provisions that operate al a structural level, thus serving to improve livelihoods of smallholders engaged in rubber production.
- Increased momentum in support of development and implementation of demand-side policies and standards, including China's CCCMC industry guidelines for rubber investments and other demand-side measures for rubber in consumer countries (e.g. public procurement policies).
- Provision of capacity-building services to empower communities to secure rights via legal or advocacy action. Actions may include, inter alia: receipt of compensation, engaging in dispute resolution, asse11ion of alienation rights (if recognized by statutory law), or other mechanisms.
- Leverage existing and new research on best practices for securing tenure via titled or nontitled means in rubber landscapes in the Mekong. with focus on emerging policy solutions that protect smallholders and reduce poverty.

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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 Center for International Policy does not believe that its activities will include "political activities" as defined in Section 1(o) of the Act, out of an abundance of caution we have responded affirmatively to this question in light of recent opinions from the FARA office suggesting that the office does view such activities as falling within the definition.

Activities will include outreach to academics, corporations, non-governmental organizations, civil society organizations, and others working on rubber to create consensus around key asks of the rubber industry and governments. Specific activities include:

•Direct bilateral engagement with US-based companies that produce, purchase, trade or manufacture rubber and with US-based NGOs that work on similar issues.
•Public awareness-raising to US audiences about environmental and social sustainability issues concerning natural rubber, including through the preparation and publication of reports, briefings, blogposts, media work and posts on social media outlets (Facebook, Twitter and Instagram)
•Attendance at, and participation in, roundtable fora, multi-stakeholder platforms and conference events at which US-based companies are present

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Appendix

Response to Item 11-Desc

Registrant does not concede that it has engaged in "political activities" as that term is defined in Section 1(o) of the Act, but 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) direct bilateral engagement with US-based companies that produce, purchase, trade or manufacture rubber and with US-based NGOs that work on similar issues; (ii) Public awareness-raising to US audiences about environmental and social sustainability issues concerning natural rubber, including through the preparation and publication of reports, briefings, blogposts, media work and posts on social media outlets (Facebook, Twitter and Instagram); (iii) attendance at, and participation in, roundtable fora, multi-stakeholder platforms and conference events at which US-based companies are present.

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Appendix
Response to Item 11-Detail

Date	Contact	Method	Purpose
01/01/2018	Public	Published a blog post on the ME website about the formation of a sustainable natural rubber initiative by the World Business Council on Sustainable Development	Public awareness
01/01/2018	Public	Published a blog post on the ME website about the adoption of a sustainable procurement policy by the Bridgestone Corporation	Public awareness
01/01/2018	Public	Published a blog post on the ME website adoption of sustainable natural rubber policies by Continental and Yokohama	Public awareness
01/01/2018	Public	Published a blog post on the ME website about the adoption of a new natural rubber procurement policy by the Goodyear Tire & Rubber Co.	Public awareness
01/01/2018	Public	Published a blog post on the ME website about Mighty Earth's frustrations with the Michelin Corporation over its blocking of an equitable governance structure within the nascent multi-stakeholder platform on sustainable rubber	Public awareness
01/01/2018	Public	Published a blog post on the ME website critiquing industry attempts to control the development of a global platform on sustainable rubber	Public awareness
04/01/2018	Public	Launched a public petition in April 2018 to encourage companies in the tire industry to stop driving deforestation in the Mekong region by adopting policy commitments on sustainable natural rubber	Public awareness; corporate pressure

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Date	Contact	Method	Purpose
01/01/2018	Public	Unveiled a 'Tire Monster' prop to generate public awareness of deforestation risks associated with natural rubber production in Southeast Asia and its use in vehicle tires. Conducted a Tire Monster tour of cities in Ohio, including Akron, Cincinnati, Cleveland and Columbus, in May 2018. Coordinated local activists to use Tire Monster to stage small protest events in prominent places in these locations, such as outside of the HQ of Goodyear Tires and around local universities. Tire Monster also had his own social media pages on Facebook, Twitter and Instagram: oFacebook: www.facebook.com/thetiremonster oTwitter: @thetiremonster oInstagram: @thetiremonster	Public awareness;
01/01/2018	Public	Took the Tire Monster to Nashville and Greenville in order to put pressure on Bridgestone and Michelin and created a short video about the tire monster's anger over the companies' greenwashing	Public awareness; corporate pressure
10/01/2018	Public	In October and November 2018, ran a social media campaign on Facebook, LinkedIn, Google Ads, and Twitter to collect petition signatures targeting Michelin and to raise visibility and add pressure for our campaign to get Michelin to stop blocking equitable governance of a the nascent Global Platform on Sustainable Natural Rubber (GPSNR).	Public awareness; corporate pressure

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Date	Contact	Method	Purpose
01/01/2018	Corporations	Over the course of the year the Mighty Earth rubber team wrote letters and held conversations (either bilaterally or within GPSNR or the Tire Industry Project) on sustainability issues relating to natural rubber with the following companies that are either headquartered in the US, or have significant operations in the United States: Apollo Tyres, Bridgestone Tires, Continental Tires, Cooper Tires, Ford Motor Co., General Motors, Giti Tire, Goodyear Tire and Rubber Co., Hankook, Maxxis, Michelin, Nexen Tire, Pirelli, Sumitomo Tires, Toyo Tires, Yokahama, and Zhongce Rubber Group.	Corporate engagement
01/01/2019	Public	Published a report on the ME website about historic and ongoing problems with the Halcyon Agri subsidiary Hévécam plantation in Southern Cameroon, as well as an Accord between Mighty Earth and the Halcyon and the Cameroonian NGO APED which set out steps that the company has pledged to take to address these issues. We also published a blog post reflecting on this experience, as well as a Facebook Live event doing the same.	Public awareness; corporate pressure
01/01/2019	Public	Published a blog post on the ME website about the launch of the Global Platform on Sustainable Natural Rubber	Public awareness
09/01/2019	Public	Published an infographic on the ME website demonstrating social and environmental risks associated with the production of natural rubber in the Mekong region	Public awareness
07/01/2019	Public; corporate executives	Conducted a list-building campaign in July 2019 in conjunction with the release of the infographic. The petition to build the list was targeted at "the executives of companies that use rubber. Ran social media ads to disseminate the infographic to the public and executives at top tire and rubber companies	Public awareness; corporate pressure; direct corporate engagement

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Date	Contact	Method	Purpose
05/01/2019	Public	Partnered with the Atlanta Cycling Festival in May 2019 to raise public awareness about rubber sustainability issues	Public awareness
01/01/2019	Public	Organized petitioning events, wrote Letters to the Editor, and participated in speaking engagements in Nashville and Atlanta to raise the visibility of our campaign	Public awareness
09/01/2019	Public; corporate executives; NGOs	•Held a workshop in Hat Yai, Thailand in September 2019 for the benefit of an audience that included representatives from US tire, rubber, and rubber-using companies as well as some US-based NGOs. The workshop discussed best practices and opportunities for collaboration around sustainable natural rubber	Public awareness; direct corporate engagement
01/01/2019	Corporations	Over the course of the year the Mighty Earth rubber team held conversations (either bilaterally or within GPSNR) on sustainability issues relating to natural rubber with the following companies that are either headquartered in the US, or have significant operations in the United States: Bridgestone Tires, BMW, Continental Tires, Converse, Cooper Tires, CostCo, Fiat Chrysler, Ford Motor Company, General Motors, Goodyear Tire and Rubber Co., Mercedes-Benz, Michelin, Mind Body Earth, Patagonia, Pirelli, Toyota, VF Corporation, Walmart, Yoga Mat Co.	Direct corporate engagement
01/01/2020	Public	Produced a blog post in January setting out Mighty Earth's hopes for progress by the rubber industry on environmental and social sustainability issues in 2020	Public awareness

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Date	Contact	Method	Purpose
02/01/2020	Public	Published a report in February about ongoing social and environmental concerns at the Firestone rubber plantation in Liberia, as well as an article summarizing the main findings of the report on the ME website. To promote the report, we posted (and encouraged allies in the US and abroad to post) to Twitter with the hashtag #CleanUpFirestone. In addition to the social media outputs, Mighty Earth was quoted in several media articles relating to the report. These were as follows: BBC: Firestone and Liberia. February 28, 2020. Podcast - River pollution and labour rights violations on the world's biggest rubber plantation. Quartz: The world's largest rubber company is being blamed again for pollution in a Liberian river. February 25, 2020. Bloomberg: World's Biggest Rubber Farm Alleged to Foul Liberia Water February 25, 2020 GNN Liberia: Firestone Liberia is being blamed again for pollution in a Liberian river February 26, 2020. Politico SL: Firestone's Lame Legacy in Liberia. February 29, 2020. Agence Ecofin: Liberia: Firestone Natural Rubber accused of negligence in the management of its factory effluents. February 26, 2020. Topof: Bridgestone accused of violating labor rights and environmental practices in Liberia. February 13, 2020.	Public awareness; corporate pressure

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Date	Contact	Method	Purpose
02/01/2020	Public	Organized a public event in NYC in Feb, targeted mainly towards people from the Liberian diaspora community, to discuss the findings in Mighty Earth's recently published report about the Firestone Liberia plantation.	Public awareness; corporate pressure
01/01/2020	Corporations	Over the course of the year the Mighty Earth rubber team held conversations (either bilaterally or within GPSNR) on sustainability issues relating to natural rubber with the following companies that are either headquartered in the US, or have significant operations in the United States: Bridgestone Tires, Continental Tires, Cooper Tires, Ford Motor Co., General Motors, Goodyear Tire and Rubber Co., Michelin, Pirelli and Toyota.	Direct corporate engagement
01/01/2020	Friends of the Earth	•Initial conversations with Friends of the Earth regarding possible actions to support the California No-Deforestation bill	Policy advocacy
04/15/2018	Public	•Conducted desk studies of rubber supply chains of several big tire companies - Bridgestone, Continental and Goodyear - and produced a short briefing on each one which we shared privately with each company. In the case of Goodyear, the research had revealed high risks of links to deforestation and land grabbing, so the briefing was expanded to a longer report, which was published on the Mighty Earth website.	Public awareness

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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
10/28/2018	31A Communication Strategies, LLC	Initial Payment - Mekong Rubber Campaign	$ 7,000.00
12/13/2018	31A Communication Strategies, LLC	Film project production, edits, crew & organizing strategies	$ 7,000.00
12/20/2019	Alex Wijeratna	Consulting Services - 11/4-12/20/19	$ 12,400.00
02/28/2020	Alex Wijeratna	Consulting Services - Jan 6 - Feb 29, 2020	$ 12,400.00
04/01/2020	Alex Wijeratna	Consulting Services - March 2020	$ 6,200.00
09/01/2018	Anagram	Mighty Earth Reclasses Bad Year Logo	$ 1,800.00
09/01/2018	APED	Mighty Earth Reclasses	$ 6,160.00
10/31/2018	Brightstone Strategy	Mighty Earth Consulting	$ 2,000.00
10/31/2018	Care2, Inc	Mighty Earth	$ 5,000.00
09/01/2018	Carley Haggerty	Mighty Earth Reclasses Tire Monster Animation	$ 500.00
03/31/2019	Carley Haggerty	30 Second Animation	$ 4,640.00
08/07/2019	Catalyst Conservation Foundation	Notary Acts RR18; salary; travel	$ 611.89
06/05/2019	Cecily Anderson	Rubber Conf Invite Flyer and email	$ 432.00
02/11/2020	Jason Frostholm	Firestone Liberia Rubber Report	$ 2,050.00
03/31/2019	Jo Miles Digital	Digital campaign services (through Dec. 2019)	$ 26,262.50
09/30/2018	Julian Oram	Consulting services (through Mar 2020)	$ 98,962.60
09/01/2018	Kristin Urquiza	Consulting services (through June 2019)	$ 87,793.20
05/18/2020	KTO Strategy & Communications	Mighty Earth Organizational Compliance	$ 225.00
09/01/2018	MapHubs	Rapid response	$ 12,177.30
11/13/2018	Margaret Kran-Annexstein	Consulting services (through Dec. 2019)	$ 85,750.07
01/31/2020	Margaret Kran-Annexstein Consulting, LLC	Consulting services (through July 2020)	$ 42,862.95
09/01/2018	Max Mbakop	Mighty Earth Reclasses Mekong Rubber Investigation Work	$ 2,010.00
09/01/2018	Meiko Nakano Fujioka	Mighty Earth Reclasses Translation Services	$ 154.69
05/24/2019	Michael Greenberg	May 19 Consult Services Fisheries and Forests	$ 1,050.00
04/01/2020	Phil Aikman	Mapping Analysis on PT RLU, Indonesia	$ 840.00
06/01/2020	Phil Aikman	Peer Review of Mapping Analysis on PT RLU, Indonesia	$ 1,260.00
05/01/2018	River Consulting	Consulting services (through Nov. 2019)	$ 72,500.00

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Date	Recipient	Purpose	Amount
06/01/2020	Selari Seattle Avocats	Consulting Services - Rubber (through Aug. 2020)	$ 3,516.95
05/31/2019	Tania Bernath	Firestone Liberia Investigation and Report for the Mighty Earth Team	$ 8,250.00
11/01/2019	Tania Bernath	October Fees	$ 1,500.00
09/11/2019	Wang Guangxin	Consulting services (through Apr. 2020)	$ 33,600.00
12/31/2018	Waxman Consulting, Inc.	Consulting services	$ 151,216.16
12/19/2019	Waxman Strategies	Reimbursement of expenses (through July 2020)	$ 123,350.53
01/02/2019	Celeste Pepitone-Nahas Consulting	Services from Jan 15 - Feb 15, 2019	$ 3,500.00
02/22/2019	Celeste Pepitone-Nahas Consulting	Services from Feb 15 - March 8, 2019	$ 1,575.00
12/31/2018	Change Corps Academy	Organizers & Relocation	$ 25,158.07
09/01/2018	Eric Parfait Jean Charles Essomba Ngono	Mighty Earth Reclasses	$ 1,800.00
04/24/2019	Etelle Higonnet	APED Support - Rubber Plantation Investigation in Cameroon	$ 1,626.00
04/18/2019	Globalization Partners	Julian Oram's employment contract (through August 2020)	$ 216,747.14
09/01/2018	Hansae Song	Mighty Earth Reclasses Video/Cinematic Work	$ 1,900.50
07/22/2019	Jason Frostholm	Firestone Rubber Report	$ 750.00
12/27/2019	Jason Frostholm	Firestone Liberia Rubber Report	$ 700.00

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GRANT AGREEMENT

BETWEEN

THE NORWEGIAN AGENCY FOR DEVELOPMENT COOPERATION

AND

THE CENTER FOR INTERNATIONAL POLICY

REGARDING

MMR-17/0017, REDUCING THE IMPACT OF LARGE-SCALE AGRICULTURAL INVESTMENTS IN THE MEKONG REGION ON COMMUNITIES, FOREST AND CLIMATE CHANGE

***

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, Forests 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 13.01.2018 (the Application) regarding financial support to the project titled "Reducing the impact of large-scale agricultural investment in the Mekong Region on communities, forest and climate change" MMR-17/0017 (the Project). The estimated costs of the Project are indicated in the budget attached as Annex A to this Agreement.

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 2018, to December 2020 (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 on society (Impact) is to reduced deforestation and land-grabbing by rubber companies in the Mekong region and drive a shift to smallholder-centered sustainable agriculture production.

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

Outcome 1. Companies producing, sourcing and investing in rubber from the Mekong region as well as their downstream customers (e.g. automotive companies, aerospace industry) introduce proactive commitments and measures to enforce "zero exploitation" and "zero deforestation," as well as other human rights protections for workers and communities.

Outcome 2. Key rubber-producing countries in the Mekong lay the groundwork for stronger environmental and social safeguards and improved smallholder livelihoods in laws and regulations related to land, forests, investment, and commodity production, while key rubber-consuming countries

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consider new requirements for legality and sustainability of rubber imports and overseas investment in the agricultural sectors.

Outcome 3. Local and indigenous communities and smallholder farmers are better able to defend rights over land, forest, and other resources in the Mekong region. Civil society capacity to support these processes via legal and advocacy strategies is improved, within each country's unique space for CSO engagement.

The planned main products and/or services of the Project (Outputs) are

Output 1.1. Investigative reports linking deforestation and land-grabbing to rubber producers and their customers (tire producers and further downstream actors) provide sound evidence base for corporate action.
Output 1.2. Key players in the rubber supply chain - tire companies, automotive companies, aerospace companies, and investors - lay the groundwork for and/or adopt "no deforestation, no exploitation" policies.
Output 1.3. Rubber companies in Vietnam, with policy/regulatory support, improve compliance on rubber sourcing in adherence to international conventions on land rights and labor and other best practices.
Output 1.4. Groundwork laid for Industry Joint Action Mechanism.

Output 2.1. Provision of technical advisory services and lessons-learned related to fair and equitable laws, policies and regulations that impact land and forests; the integration of anti-corruption "integrity mechanisms" into policies, regulatory frameworks and administrative processes in Mekong countries; and, pro-smallholder provisions that operate at a structural level, thus serving to improve livelihoods of smallholders engaged in rubber production.
Output 2.2. Increased momentum in support of development and implementation of demand-side policies and standards, including China's CCCMC industry guidelines for rubber investments and other demand-side measures for rubber in consumer countries (e.g. public procurement policies).

Output 3.1. Provision of capacity-building services to empower communities to secure rights via legal or advocacy action. Actions may include, inter alia: receipt of compensation, engaging in dispute resolution, assertion of alienation rights (if recognized by statutory law), or other mechanisms.
Output 3.2. Leverage existing and new research on best practices for securing tenure via titled or nontitled means in rubber landscapes in the Mekong, with focus on emerging policy solutions that protect smallholders and reduce poverty.

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

3 IMPLEMENTATION OF THE PROJECT

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,

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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 millions).

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 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. The first disbursement shall include approved Project expenses incurred prior to the signing of this Agreement.

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.

5.3 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.

5.4 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.

5.5 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. Except for the Project's first year, the disbursements each year is subject to Norad's receipt and approval of the progress report and financial report.

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5.6 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]

Currency of the account: USD

5.7 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

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. In addition an annual progress report covering the period from January to December shall be submitted together with the annual financial report referred to in article 6.1 b). The progress report shall include the content specified in article 2 of the General Conditions.

b) The **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 6.1 f) of the Specific Conditions.

c) An **audit report** covering the **annual financial statements of the Project** shall be submitted to Norad by 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.

d) 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. 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.

e) **The audit report of the Grant Recipient** shall be submitted to Norad by June each year. The management letter (matters for governance attention) shall be attached to the audit report.

f) A **final report** for the Support Period shall be submitted to Norad no later than 4 months after the end of the Support Period. The final report shall include the content listed in article 4 of the General Conditions.

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

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

7 AUDIT

7.1 The annual financial statements of the Project shall be audited in accordance with 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").

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

7.3 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, tentatively an Annual Meeting in April and a Semi-Annual Meeting 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 Unless otherwise agreed, the Parties shall discuss the latest progress report and financial report. In the Annual-Meeting the Annual 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 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 review focusing on progress to date, a possible exit strategy, and an assessment of possibilities for continued partnership shall be carried out by June 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 covered by Norad over and above the Grant.

9.2 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.

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10 PROCUREMENT

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

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

a) The reporting format for the approved budget for the Project, mentioned in Annex A, will be agreed after signing of the agreement.

13 NOTICES

13.1 All communication to Norad concerning the Agreement shall be directed to the Section for Climate, Forests and Green Economy at the following address/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 sonya@ciponline.org, cip@ciponline.org .

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.

14 SIGNATURES

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

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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: Oslo, Norway
Date: 6. June 2018

for the Norwegian Agency for Development Cooperation,

Mette Møglestue

Acting Director,

Department for Climate, Energy and Environment.

Washington, D.C. USA
17 April 2018

for the Center for International Policy,

Salih Booker

Executive Director

Attachments:

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

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15 ANNEX A - APPROVED BUDGET FOR THE PROJECT

TOTAL BUDGET FOR REDUCING THE IMPACT OF LARGE-SCALE AGRICULTURAL INVESTMENTS IN THE MEKONG REGION ON COMMUNITIES, FORESTS AND CLIMATE CHANGE

NB: All amounts in [illegible] (Ctrl) ▾ otherwise indicated
NB2: 8.01 is the f[illegible]nge rate (average for the last 6 months September 2017 to February 2018). Allocations may alter depending on currency and inflation changes

Year 1	Personnel	Subgrants and consultants	Office Costs	Travel	Workshops, public actions, outreach, campaigns	Pubs & Comms	Audit	Subtotal, without overhead	Overhead	TOTAL	NOK	Project Sources - Norway	Project Sources - Other
Outcome 1a: Investigations	145 000	60 782	0	17 279	0	84 413	4 000	311 476	21 803	333 279	2669563	333 279	0
Outcome 1b: Advocacy	287 924	28 489	0	32 200	31 146	66 790	6 000	432 629	31 684	464 313	3879347	464 313	0
Outcome 2: Legal reforms	62 624	49 425	0	19 452	4 324	839	2 500	139 164	9 741	148 905	1192733	148 905	0
Outcome 3: Communities strengthened	80 431	95 627	0	7 500	6 146	25 500	4 000	219 204	15 344	234 548	1878732	234 548	0
Total	575 979	234 323	0	76 511	41 616	177 544	16 500	1 122 473	78 573	1 201 046	9620375	1 201 046	0
											Year 1 NOK Total		

Year 2	Personnel	Sub-grants/consultants	Office Costs	Travel	Workshops, public actions, outreach, campaigns	Pubs & Comms	Audit	Subtotal, without overhead	Overhead	TOTAL	NOK	Project Sources - Norway	Project Sources - Other
Outcome 1a: Investigations	112 583	55 830	0	11 820	0	70 000	4 000	254 233	17 796	272 029	2178950	272 029	0
Outcome 1b: Advocacy	268 260	39 260	0	30 000	39 260	50 260	6 000	433 042	30 313	463 355	3711472	463 355	0
Outcome 2: Legal reforms	65 524	80 524	0	25 600	17 049	17 049	4 000	209 745	14 682	224 427	1797664	224 427	0
Outcome 3: Communities strengthened	57 020	112 020	0	20 000	12 720	27 720	6 000	235 480	15 704	241 264	2002488	241 264	0
Total	503 387	287 634	0	77 420	69 029	165 029	20 000	1 122 500	78 575	1 201 075	9620607	1 201 075	0
											Year 2 NOK Total		

Year 3	Personnel	Sub-grants/consultants	Office Costs	Travel	Workshops, public actions, outreach, campaigns	Pubs & Comms	Audit	Subtotal, without overhead	Overhead	TOTAL	NOK	Project Sources - Norway	Project Sources - Other
Outcome 1a: Investigations	53 852	55 830	0	11 820	0	70 000	4 000	235 501	16 485	251 986	2018408	251 986	0
Outcome 1b: Advocacy	209 875	49 875	0	34 875	39 875	50 875	4 562	389 938	27 296	417 234	3342041	417 234	0
Outcome 2: Legal reforms	55 879	84 647	0	27 659	17 059	17 059	2 450	244 753	17 133	261 886	2097705	261 886	0
Outcome 3: Communities strengthened	71 443	118 571	0	13 271	14 271	32 823	4 900	255 278	17 869	273 147	2187909	273 147	0
Total	471 049	308 923	0	87 625	71 205	170 756	15 912	1 125 470	78 783	1 204 253	9646063	1 204 253	0
											Year 3 NOK Total		

3 370 442 235 931 3 606 373

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16 ANNEX B – RESULT FRAMEWORK

Results Framework													
				Indicative Data					Measurement and Evaluation				
LEVEL IMPACT	EXPECTED RESULT Measurable reduced deforestation and land grabbing by rubber companies in the Mekong that drives a shift to smallholder-centered sustainable agriculture production	ACTIVITIES	INDICATORS	BASELINE Y0	TARGET Y1	TARGET Y2	TARGET Y3	FINAL TARGET	DATA SOURCE OF VERIFICATION	FREQUENCY Annual		RESPONSIBILITY - Forest assessment: CEP - Land and labor rights: Gov assurance (if companies JV)	COMMENTS - AREA OF OVERALL RESPONSIBILITY CEP as the main funder at bottom, lenny this, although the outputs below reflect how partners will be engaged on the
OUTCOME 1	Companies producing, sourcing and investing in rubber from the Mekong region as well as their downstream customers (e.g. automotive companies, newspaper industry) introduce proactive commitments and measures to achieve "zero exploitation" and "zero deforestation," as well as other human rights provisions for workers and communities.	see below by Output							- 3Sixty Earth Reports - Supply Change database	Annual		CEP Woman	CEP will lead on engagement and advocacy while in collaboration with all partners
OUTPUT 1.1	Downstream buyers linking deforestation and land grabbing to rubber producers and their customers' own producers and further downstream actors provide sound evidence base for corporate action	a) Evaluate companies on (a) rubber supply chains, (b) production and processing, (c) export countries, (d) import countries, and (e) top company sourcing practices from top rated countries in the Mekong region (Cambodia, Vietnam, Laos, Cambodia). These companies will manage the impacts of rubber concessions on local people and the environment, the behaviors of key actors (including companies and supply chains) taking positive and consistent measures. The research will also enable us to assess trade trends from field investigations, and understand dynamics large-scale versus smallholder production and consumption, and of purchase processes and consumer motives for rubber and b) Crafting and releasing reports, photo essays and videos based on the above investigations, and engaging with the media to draw attention around the reports	- A number of investigative reports on the rubber supply chains and deforestation dissemination and uptake of data and report findings to key audiences including the media, corporate executives, key government decision-makers	Baseline data available on the following: - Three past Global Witness investigative reports on land grabs, rubber and threats to women-rural activists - Forest Trends reports produced under the Mekong Region Land Governance Project and other existing research evidence on reports of rubber investment and links to conflict, deforestation, and land grabbing in Lao, Myanmar, Laos, and Cambodia - World Resources Institute Report on plantations in the Mekong - World Wildlife Fund Report on ecosystems in the greater Mekong - UN Ad report on drivers of deforestation in greater Mekong - Global Forest Watch and other GIS data on deforestation rates in Mekong - Licensing trade data on rubber exports, exports - WWF-Myanmar report on rubber sector in Tanintharyi	Release report (summary title: Driving Deforestation) on rubber supply chains and its links to top producers highlighting the production and processing of natural rubber in the Mekong, as well as the countries involved with export import of latex/rubber	Release one or two follow up reports on rubber supply chains and their links to top producers and potentially other players (automotive or newspaper industry) highlighting the production and processing of natural rubber in the Mekong, as well as the countries involved with export import of latex/rubber				Annual		CEP with FT and 3Sixtym - FT will do supply chain and trade data research and market analysis and compile and disseminate addressed evidence to CEP and target audiences – CEP will conduct dissemination - Women will lead on communications	CEP w/ 3 conduct an ecosystem assessment and rubber industry land, military and deforestation, in Year 1. CEP will conduct and release field investigations all years. Women will lead on communications all years. Women will lead on communications of investigations as collaboration with other partners. FT will do supply chains and trade data research and market analysis, and compile and disseminate addressed evidence to CEP and target audiences. The partners plan to engage on these elements, including connections to financial sector governments, IT partners and other key actors
OUTPUT 1.2	Key players in the rubber supply chain—the companies, automotive companies, newspaper companies, and investors—live the commitment for and to adopt "no deforestation, no exploitation" policies	a) Release investigations and reports b) Launch campaigns (using newspapers and bi-weekly/twice reports) the top companies (Bridgestone, Goodyear, and automotive brands Nissan, BMW, GM) to issue statements of the abuses, and engaging with the companies on their sourcing of latex c) Urge rubber-related deforestation and sourcing-based responses/alerts regarding risk of deforestation. d) Research on rubber supply chains and report results of Cases and advocacy reports for the companies about their sourcing policies and practices, and with an eye on their financing of rubber companies. e) Partnering on advocacy, governments and civil society campaigns and providing advice on ensuring strong guidelines and monitoring partnerships of major industry players and other	- Investigative, rubber automotive companies with "No Deforestation, No Exploitation" commitments Commitments to be in voluntary corporate policy from including credible implementation plans that extend up the supply chain - Law enforcement adopt and implement guidance on responsible operations	- # of the top companies (Michelin, Pirelli and Sinochem Group) has adopted different and human rights policy of varying strength - only a handful of rubber producers have adopted any commercial sustainability policies, whatsoever - very few banks have adopted comprehensive forest policies (those they have do not focus on rubber - even engaged multinational companies have not focused on rubber	- 1 addressed "No Deforestation, No Exploitation" policy commitment by major player in the supply chain	a) Five more players in the supply chain have adopted "No Deforestation, No Exploitation" policies, with implementation plans by Two companies have demonstrated progress on implementation c) Banks and investors made on use of financial instruments and tools to adopt guidelines	a) conduct multiple on-ground investigations to track changes and hold companies accountable for implementation of commitments. b) publish white paper of findings from investigations to pressure or shame companies	a) get common companies and compliance exposed, by long purchasing and human rights abuse linked to rubber exposed c) show or more reports on an ecosystem footprint and supply chain research documented in the media, get get certain customers and concern organizations (international NGOs, and get consumer officials	a) Media monitoring software - Cision, Meltwater, and other tools b) Campaign book (3 months)	Annual		Woman with CEP	CEP w/3 lead on engagement and campaigns on companies. Women will lead on investigative photos in support of CEP campaigns. CEP will also lead on advocacy with existing companies with pressure, notably Michelin, Pirelli
OUTPUT 2.1	Rubber companies in Vietnam with policy engagement support, empower compliance on rubber sourcing in adherence to international conventions on land rights and labor and other best practices	a) Engage with Vietnamese rubber associations to improve member companies' compliance on issues of rubber and deforestation as required by Vietnam's FLEGT-VPA, and conventions on international conventions on rights and other (e.g. Modern Slavery Act, UN 193, UNDP, FT) in which Vietnam is signatory, and b) Provide evidence-based policy research in support of stronger industry guidelines c) Direct engagement with the Vietnam Rubber Association to improve member company compliance on sourcing of rubber and rubber-related products from Vietnam's FLEGT-VPA, and adherence to important international conventions on rights and labor (e.g. Modern Slavery Act, UN 193, UNDP, FT) and other (e.g. signatory d) Providing evidence-based policy research in support of stronger industry guidelines	- Progress seen in rubber companies in Vietnam adopting best practices for rubber sourcing, particularly for exports from elsewhere in the Mekong and developing standards and guidelines that will help companies ensure that their sourcing is consistent with deforestation and land goals	Leadership within the Vietnam Rubber Association (VRA) is strongly committed to law-abiding and implementing best practice guidelines that all companies would have to adopt as a condition of membership, and also would increase the Association's credibility as representing rubber but for companies and others as "executive" matters	a) Trainings provided for 25-30 VRA member companies b) Company surveys and supply chain analyses (Output 1.1) will be shared and disseminated to improve understanding of current sourcing practices	a) Trainings provided for 25-30 VRA member companies b) Draft standards as guidelines for best sourcing practices developed in collaboration with the Vietnam Rubber Association, Vietnamese Chamber of Commerce and Industry (VCCI), and Ministry of Industry and Trade (MOIT)	a) Companies and other set regulatory agencies understand these statutes governing practices, risks and requirements under international conventions to which Vietnam is signatory such as ILO 193, UNDP, and the Modern Slavery Act. b) Some decision of standards or guidelines on compliance in sourcing of latex	Rubber companies in Vietnam with policy engagement support, improve compliance in adherence to international conventions on land rights and labor and other best practices through implementation, clear enforceable statutory guidelines or standards on rubber sourcing	- Workshop reports - Trade data and Forest Trends analysis - Feedback from VRA and government regulators - 3Sixtm coverage of Vietnam's rubber sector and sourcing practices	Annual		Forest Trends	FT will conduct independent policy research and build trade chapter in cooperation with VRA member companies and work towards the development of Assessment-wide guidelines on rubber sourcing

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Results Framework													
				Indicator Data					Monitoring and Evaluation				
LEVEL	EXPECTED RESULT	ACTIVITIES	INDICATORS	BASELINE Y0	TARGET Y1	TARGET Y2	TARGET Y3	FINAL TARGET	DATA SOURCE OF VERIFICATION	FREQUENCY		RESPONSIBILITY	COMMENTS - AREA OF OVERALL RESPONSIBILITY
OUTPUT 2.3	Information-based policy advocacy for updated regulatory requirements for EU financiers	a) Conduct advocacy targeted at EU policy makers to update regulatory requirements for EU financiers both within existing financial relations and with new key future company approaches for other regulatory approaches to promote sustainable, legal timber sourcing in key consumer countries, and b) engaging with Vietnamese rubber and timber associations, and policy-makers on legal compliance of rubber and exports under the FLEGT VPA and expansion of product scope to include latex	- changes to regulatory requirements for EU financiers that restrict investments in both rural rubber production including causing due diligence standards through policy action ensures that tighten the rules for financial companies around undertaking due diligence on land leased to companies and the rights and issues of land tenure considerations as risk assessments due diligence screening and engagement requirements - changes to Vietnam's VPA - existence and scope of demand-side provisions in other consumer countries	- voluntary measures by financiers and companies aimed at land grabbing and deforestation exist in EU but are weak and largely unenforced - growing investments in EU, US, Australia, and some Asian countries on exporting palm/non-market investments for help of timber - Vietnam's VPA covers rubber wood but not latex	- advocate with new and known partners within the EU - raise public awareness and support for raising governmental issues through communications campaigns - mapping of opportunities on demand-side actions - cooperation between Vietnamese timber and rubber associations	- regulatory, authorities and policymakers incorporate regulation actions required - endorsement of VPA provisions for rubber wood in Vietnam	- legislations amended or adopted in EU and Member states to improve due diligence requirements on land governance and forest investors for European investors - political will in some consumer countries for extending current scope of demand-side measures to cover rubber - some success on expansion of Vietnamese VPA to include latex	- sustainably strengthen requirements for investments in both rural rubber production, legislation proposed and passed - Vietnamese companies must demonstrate legal compliance in order to export rubber wood to EU - policy makers on new product scope to include latex	- regulatory database on key EU laws and legislation - IT analysis Demand-side regulation beyond Vietnam's VPA	Annual		FT, CP	IT will follow development of the EU Deforestation Policy and assess opportunities for action ensure, while also conducting supply chain commodity research with a focus on EU consumers. IT will also work in Vietnam to implement provisions of the VPA pertaining to rubber wood imports, advocate for the expansion of these provisions to latex, and work with FLEGT processors in Myanmar should any to ensure rubber wood is included. CP will support engagement with EU where necessary
OUTCOME 3	Local and indigenous communities are better able to defend rights over land, forest, and other resources in the Mekong region. Civil society capacity to support these processes via legal and advocacy strategies is improved, within each country's unique space for CSO engagement.	see below by Output	See below by Output	- Few social processes for grant land grabbing and investment, human rights violations	See Outputs	See Outputs	See Outputs	- social processes, land tenure, and FPIC codified in corporate and government policies	- "On Dangerous Ground" report - government and corporate publications - academic studies - human rights organizations - rest of here as policies relate to land tenure	Annual		CP FT	
OUTPUT 3.1	Provision of corporate-building services to support communities to secure rights via legal or advocacy actions. Actions may include, inter alia, receipt of compensation, engaging in dispute resolution, assertion of claims on rights if recognized by customary law, or other mechanisms	a) Conduct training with CSOs based in Kachin, northern Myanmar, and Dawei Tanintharyi region, southern Myanmar to strengthen the capacity of CSO partners to self-organize and undertake legal challenges to companies in order to assert rights on rubber landscapes b) Support to Lao CSOs working with Stora Enso and other responsible companies on clarification of tenure in land lease arrangements and community engagement processes including dispute resolution mechanisms	- Evidence of communities asserting their rights on the basis of obtaining proper compensation, successfully leveraging disclosure rights, or successfully resolving existing/new boundary conflicts on customary lands - Percentage of rubber production covered by company and government policies that include FPIC - Number of legal challenges and secured FPIC around land allocations undertaken by CSO partners - Number of successful land rights claims taken by end of harvest	- Difficult for communities to find out who has been given their land or to see contracts - Some actions to support local communities affected by land grabs and public awareness for villages affected by land confiscation, including partnerships with companies in Laos and legal actions in Myanmar - CSOs working on rubber have demonstrated the ability to win victories on the ground but lack awareness to carry out some of these advocacy work and were able to collaborate with - Tenure incorporation efforts remain largely local and focused on selling - 90% of land in Mekong region remains owned and controlled by the state	Myanmar: 2 trainings held to strengthen capacities of CSO partners Laos: Community representatives to report prospect and negotiations with Stora Enso on clarifying tenure in land leases	Myanmar: CSOs participating in trainings by more between trained area based things and an advocacy with companies and local government bodies. CSO-led things are required by official bodies and move forward Laos: Stora Enso Laos is in dispute with other companies' fields implement mechanisms for communities on land lease purposes to review land rights	Myanmar: CSOs participating in trainings leverage between learned area based things and an advocacy with companies and local government bodies. Companies observing to correct on rubber sector in Myanmar engage constantly on developing and implementing best practices with policies and frameworks Laos: Companies and investors recognize the human rights of local communities in agriculture projects with mechanisms established and underway for communities to review land tenure arrangements	Myanmar: CSOs advocate effectively on behalf of local communities in northern and southeastern Myanmar without or outright support of CSOs Laos: Stora Enso Laos model becomes blueprint for similar companies practices in Laos and Myanmar	- Data compiled by local CSOs and NGOs (IT, GW, EarthRights, TFT, LWU, community-based organizations in Myanmar) - Workshop and meeting reports - Community engagement tools - Legal files	Annual			Forest Trends will be responsible for the two activities listed here
OUTPUT 3.2	Low-carbon rubber and new research on best practices for securing tenure via titled or non-titled tenure on rubber landscapes in the Mekong, with focus on emerging policy schemes that promote smallholders	a) Generate a tenure audit/set of the political economy of the rubber sector in Myanmar b) Compile research documenting the impact of rubber on economic activities relevant to companies, governments, and donors in Myanmar (with focus on "conflict rubber") and Laos (with focus on small for greater protection of smallholders) c) Scope opportunities for and support, engagement around reforms that provide tenurial incorporation of local tenure communities in Myanmar and Laos (see also Outcome 2)	- changes in percentage of land documented/forest as owned by IPs/local communities - shift in company, government, and donor positions vis-the rubber sector in Myanmar and Laos, including assessment of the role of "conflict rubber"; number of large NGOs engaging on efforts	(See Outputs 1 for indicator 1) a) Policy makers and rubber industry in Myanmar incorporate need to address environmental impacts, but not links to tenure governance and conflict of rubber sector b) large NGOs and donors have focused to date on zero-deforestation approaches and large-scale concessions but not "conflict rubber" or considerations of smallholders c) some potential with Laos focus in Myanmar to move land reform processes forward	a) political economy study not drafted b) dissemination of existing research with WWF and no Oxfam on board with conflict rubber agenda c) mapping of opportunities for engagement on land reform processes, where applicable	a) political economy study not disseminated widely b) evidence of donor NGO agenda shift from wide scale, exclusive rubber landscapes c) engagement on at least 1 land reform processes in Myanmar or Laos, if open to civil society input - multi-stakeholder dialogues and dispute mechanism mechanisms created and held by companies	a) recommendations from political economy analyses taken up by companies and governments b) evidence of targeted donor NGO support for evidences of rights on rubber landscapes c) engagement on at least 1 land reform processes in Myanmar or Laos, if open to civil society input	a) companies and governments draft and implement land tenure policies that recognize tenure or ownership/social protections of each b) donors make support to rubber sector contingent upon actions to resolve tenure and conflict issues c) FPIC and other governmental best practices established as part of new rubber policies d) [illegible]	IT, companies and governments			

* An Industry Issue Action Mechanism Company must together with NGOs and governments to assess deforestation in supply chains and to develop a list of non-compliant suppliers that, as a result, are no longer eligible to sell to companies of the mechanism

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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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