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Norwegian Agency for Development Cooperation

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New York
United States

Deres/ Dykkar ref./ Your ref.: Vår ref./ Our ref.:
2000455-17

Dato/ Date: 17.06.2021 Vår saksbeh./ Enquiries:
Douglas Tendai
Phiri

Christine Halvorson

GUY-21/0003 Grant Notification Letter Regarding “Protecting Forests, Protecting Rights”

Reference is made to your application received 22.05.2020 regarding support to the project “Protecting Forests, Protecting Rights”. Norad is pleased to inform you that we find the proposal acceptable and have decided to support the proposal with a grant not exceeding NOK 20 000 000 for the project for the period 2020-2025. The tentative annual distribution of the grant will be:

2021	NOK 4 000 000
2022	NOK 4 000 000
2023	NOK 4 000 000
2024	NOK 4 000 000
2025	Up to the remaining amount

The decision to support partner organisation with funding is in accordance with guidelines in the Parliamentary Bill 1 (Prop S1) (2019-2020), Ministry of Climate and Environment's Allocation Letter 1 to Norad dated 24 February 2020, and current regulations for grants under the Norwegian Climate and Forest Initiative.

The support is granted on the condition that an agreement is signed by the grant recipient and Norad. Attached is the agreement with Norad's signature. Norad can process the first disbursement request based on a countersigned agreement similarly using a scanned signature. Please return a signed and scanned version of the documents to postmottak@norad.no with cc to douglas.tendai.phiri@norad.no as soon as possible.

Prior to the second disbursement however, we do require a physical, signed and initialed version. We kindly ask you to print the attached Grant Agreement documents, initial all pages and sign the hard copy of the documents before returning one full original copy to Norad by post/courier using the following postal address: Norad, Pb. 1303 Vik 0112 Oslo, Norway.

Grants beyond the current calendar year are subject to Parliamentary appropriations. Annual grants for the years 2021-2025 will be confirmed as part of approval of annual plan and budget, after the Parliament has adopted the state budget and Norad has received Allocation Letter 1 from the Ministry of Climate and Environment for the financial year.

In accordance with what is stated in the attached draft agreement, the grant recipient is responsible to Norad for the grant to be used in accordance with the conditions set out in the Agreement. Please take special note of clause 5.9-5.11 and 11.1-11.5 regarding transfer of grants to cooperating partners. In line with the guidelines which apply to Norad's grant schemes, including zero tolerance for corruption

and other financial fraud, funding that have been misused or cannot be accounted for in a satisfactory manner is required to be refunded in whole or in part (see <https://www.norad.no/en/front/about-norad/whistleblowing/>)

Please state the agreement number in all inquiries and all correspondence regarding the grant, including disbursement requests and the repayment of unused funds.

The decision can be appealed to the Ministry of Foreign Affairs in accordance with Chapter VI of the Public Administration Act. The complaint must be submitted to Norad in writing within three weeks from the date of notification of the decision received. The grant recipient is entitled to access the documents in the case in accordance with the Public Administration Act §§ 18-19. Any complaint must be justified.

Please do not hesitate to contact us should you have any questions.

We look forward to our continued cooperation.

Yours sincerely,

Inger Brodal
Assistant Director

Douglas Tendai Phiri
Senior Adviser

Dokumentet er elektronisk godkjent og krever ikke signatur.

Template:	ALL NGOs	MFA Revision no.:	3
Specific Conditions (part I)	Grant Management Regime I Adapted for KOS by JUR, 03/2021	MFA Date:	21.10.2019

GRANT AGREEMENT

between

The Norwegian Agency for Development Cooperation

and

Rainforest foundation US

regarding

Protecting Forests, Protecting Rights, GUY-21/0003

PART I: SPECIFIC CONDITIONS

PART II: GENERAL CONDITIONS

PART III: PROCUREMENT PROVISIONS

ANNEX A: BUDGET

ANNEX B: RESULTS FRAMEWORK

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Protecting Forests, Protecting Rights, GUY-21/0003

regarding

Protecting Forests, Protecting Rights, GUY-21/0003

PART I: SPECIFIC CONDITIONS

PART II: GENERAL CONDITIONS

PART III: PROCUREMENT PROVISIONS

ANNEX A: BUDGET

ANNEX B: RESULTS FRAMEWORK

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 Department for Civil Society and the Private Sector, and
- (2) Rainforest Foundation US, a California Non-profit Public Benefit Corporation duly established in California, United States of America (USA) under registration number 95-1622945 (the Grant Recipient),

jointly referred to as the Parties.

1 SCOPE AND BACKGROUND

- 1.1 The Grant Recipient has submitted an application to Norad dated 22 May 2020 (the Application) regarding financial support to the Protecting Forests, Protecting Rights, GUY-21/0003 (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, 2021 to December, 2025 (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 Project shall contribute to the following overarching NIFCI outcome(s):

- Approved and implemented policies for sustainable forest and land use in tropical forest countries and Jurisdictions
- Improved rights and livelihoods for indigenous peoples and local communities in tropical forest countries
- Reduced forest crime

- 2.2 The expected results of the Project are as follows:

The Project's expected effect(s) on society (Impact) is/are "Enhanced respect for indigenous rights and forest protection in Guyana".

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

Outcome 1: Guyana's oil and gas development path addresses indigenous peoples' concerns of equity and environmental sustainability.

Outcome 2: District councils have stronger institutional and political capacity.

Outcome 3: 3.4 million hectares of traditional lands and forests in Guyana under increased control by district councils.

Outcome 4: Strengthened community based territorial monitoring and coordinated action with government agencies to reduce forest crime.

The intended end target group are Indigenous peoples' communities and organizations, Government policymakers in Guyana, National and sub-national institutions and agencies in Guyana and International development and policymaker actors.

- 2.3 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 as well as any later amendments to the above documents which are approved by Norad.
- 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 continuously identify, assess and mitigate any relevant risks associated with the implementation of the Project. The risk of any potential negative effects of the Project in the following cases (Cross-Cutting Issues) shall always be included in the risk management of the Project:
- anti-corruption
 - climate and environment,
 - women's rights and gender equality, and
 - human rights (with a particular focus on participation, accountability and non-discrimination)
- 3.4 The Grant Recipient shall immediately inform Norad of any circumstances likely to hamper or delay the successful implementation of the Project.

4 THE GRANT

- 4.1 The Grant shall amount to maximum NOK 20 000 000 (Twenty Million Norwegian Kroner).
- 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.

The tentative, annual distribution of the Grant will be as follows:

2021	NOK 4 000 000
2022	NOK 4 000 000
2023	NOK 4 000 000
2024	NOK 4 000 000
2025	Up to the remaining amount

- 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 5% of Norad's pro rata share of the incurred direct 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.
- 4.6 The Grant Recipient may apply for additional funding to the Project during the Support Period only upon written invitation from Norad.

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, minus 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 an authorised representative 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 first disbursement each year is subject to Norad's receipt and approval of the updated implementation plan and budget, while the second disbursement each year is subject to Norad's receipt and approval of the latest progress report and financial report.
- 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:

Name of the account: Rainforest Foundation Inc.

Account no.: 62200008

IBAN no.: -

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Name and address of the bank: Citibank, N.A. 555 La Guardia
Place, New York, NY 10012 USA.
Swift/BIC code: CITIUS33
Currency of the account: DO NOT convert funds to 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) An annual **progress report** covering the period from January to December shall be submitted to Norad by 1 June each year. The progress report shall include the content specified in article 2 of the General Conditions. The Department for Civil Society and the Private Sector's standard reporting format shall be used. The final year annual reporting will be covered by the final report.
 - b) An annual **financial report** covering the period from January to December shall be submitted to Norad by 1 June each year. 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. The final year annual reporting will be covered by the final report.
 - c) An **audit report** covering the annual financial statements of the Project shall be submitted to Norad by 1 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 by 15 November each year. The implementation plan and budget shall include the content listed in article 1 of the General Conditions. The Department for Civil Society and the Private Sector's standard formats shall be used.
 - e) The organisation wide **annual report and audit report** of the Grant Recipient shall be submitted to Norad for information by 1 July each year. If the auditor submits a management letter (matters for governance attention) this shall be attached to the audit report.
 - f) A **final report** for the Support Period shall be submitted to Norad no later than six months after the end of the Support Period. The final report shall include the content listed in article 4 of the General Conditions. The Department for Civil Society and the Private Sector's reporting format shall be used.
- 6.2 If the Grant Recipient is unable to meet the deadlines set out above, Norad shall be informed in writing immediately.
- 6.3 All implementation plans, budgets and reports shall be approved in writing by Norad unless otherwise agreed by the Parties.
- 6.4 In addition to submitting the reports listed above to Norad, the Grant Recipient shall by 1 August each year make public a description of its efforts to combat financial irregularities in its operations and of any closed cases of financial irregularities that the Grant Recipient has

been involved in during the previous year. The description may be publicised either by publication of a separate report or in the Grant Recipient's general annual report. The information shall be made public in such a way that whistle-blowers are not exposed and that individuals associated with cases of financial irregularities are ensured the necessary protection.

7 AUDIT

- 7.1 The annual financial statements of the Project shall be audited in accordance with International Standards of Auditing (ISA). The auditor shall comply with all ISAs relevant to the audit, ref. ISA 200 (Overall objectives of the independent auditor and the conduct of an audit in accordance with international standards on auditing), paragraphs 18 and 20. Of particular relevance is ISA 240, (the Auditor's responsibility to Consider Fraud and Error in an Audit of Financial Statements), ISA 800 ("Special considerations- Audits of financial Statements prepared in accordance with special purpose frameworks") and ISA 805 ("Special Considerations-Audits of single financial statements and specific elements, accounts or items of a financial statement") Additional requirements applicable to the auditor and the audit report are included in article 5 of the General Conditions.
- 7.2 The Grant Recipient is responsible for submitting the audit report to Norad within the deadline indicated in article 6 of the Specific Conditions.

8 FORMAL MEETINGS

- 8.1 The Parties shall hold formal meetings if/when requested by Norad. The meetings shall be chaired by Norad.
- 8.2 Unless otherwise agreed, the Parties shall discuss the latest progress report and financial report, as well as the implementation plan and budget for the upcoming period.
- 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 and approval.

9 REVIEWS AND OTHER FOLLOW-UP MEASURES

- 9.1 A review focusing on progress to date and relevant DAC evaluation criteria (relevance, efficiency, effectiveness, sustainability including risks and cross cutting) shall be carried out by 1 June 2024. The Grant Recipient shall draft the terms of reference for the review, based on a template developed by Norad, and submit them to the other Party for approval. The costs of the review shall be included in the Project budget.
- 9.2 An organisational assessment focusing on the Grant Recipients internal control systems shall be carried out by 1 June 2022. The costs of the assessment shall be covered by Norad over and above the Grant.
- 9.3 If the Grant Recipient or another interested party initiates a review or evaluation of activities wholly or partly funded by the Grant, Norad shall be informed. The Grant Recipient shall forward a copy of the report of any such review or evaluation to Norad without undue delay.

10 PROCUREMENT

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

10.2 If the total value of a contract exceeds NOK 100 000, the call for tenders, the shortlist of suppliers, the award criteria and their weighting, the procurement record and the signed contract shall be submitted to Norad for information.

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 NOK 500 or more shall in its entirety 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:

Name of the account:	Norad
Account no.:	7694 05 14815
IBAN no.:	NO31 7694 05 14 815
Name and address of the bank:	DnB ASA, 0021 Oslo, Norway
Swift/BIC code:	DNBANOKK

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

12 SPECIAL PROVISIONS

12.1 General Conditions article 12 clause 2. d) shall be replaced with: "changes to the Project's annual budget that imply reallocation of more than 10 % of a budget line. Changes that amount to less than NOK 20 000 do not need to be pre-approved. Due to the extraordinary circumstances related to Covid-19, reallocation up to 20 % without pre-approval will be allowed for the year 2021."

12.2 General Conditions article 12 clause 2 c) shall be replaced with: "changes to the implementation plan which implies a delay that may influence the achievement of expected results as presented in the results framework".

12.3 The following shall be added to article 2 of the General Conditions: "Gender disaggregated data shall be provided where relevant."

12.4 The following shall be added to article 11 clause 1 of the General Conditions: The Grant Recipient shall provide Norad with its template for such an agreement for information purposes before entering into any sub-grant agreement.

12.5 General Conditions article 14. 1 b) and c) shall not apply.

13 NOTICES

- 13.1 All communication to Norad concerning the Agreement shall be directed to the Department for Civil Society and the Private Sector at the following address/e-mail address: ASP.NORAD-POST@NORAD.NO.
- 13.2 All communication to the Grant Recipient concerning the Agreement shall be directed to Christine Halvorsen at the following address/e-mail address: christineh@rffny.org and rffny@rffny.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 also confirm receipt and approval of part II; General Conditions, and part III; Procurement Provisions, which all form an integral part of the Agreement.
- 14.2 This Agreement has been signed in two -2- original copies in the English language. In the event of any discrepancies between this English language version and any later translations, the English language version shall prevail.

Place:

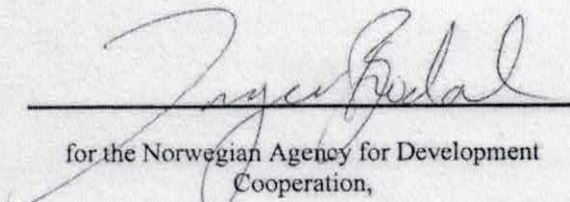
Date:

Oslo

16 June 2021

Brooklyn, NY, USA

17 June 2021

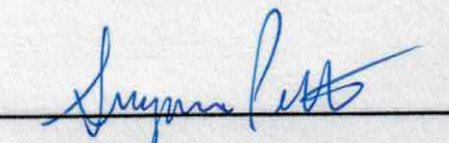


for the Norwegian Agency for Development
Cooperation,

Inger Brodal

Assistant Director

Section for Civil Society, Natural Resources and
Capital Flows.



for Rainforest Foundation US,

Suzanne Pelletier

Executive Director

Rainforest Foundation US

Attachments:

Annex A: Approved budget for the Project

Annex B: Results framework

Standard:	Norwegian and Non-Norwegian NGOs	Revision no.:	3
General Conditions	Grant Management Regime I and II	Date:	21.10.2019

PART II: GENERAL CONDITIONS APPLICABLE 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 main 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 update on the risk management of the Project, including:
 - any new risk factors;
 - how materialized risks have been handled in the reporting period;
 - the effectiveness of mitigating measures;
 - how risks will be handled going forward.The update shall include both risks affecting Project achievements and the risks for negative consequences from the Project on its surroundings. Potential negative effects on the cross-cutting issues as referred to in the Specific Conditions article 3 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;
- 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 from the approved budget shall be highlighted with information about 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 achieved results 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 standards, 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;
 - 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, whichever occurs later.

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 system¹ 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 reconciliations² and cash reconciliations³ shall be completed at least every month, and shall be documented by the Grant Recipient.
- 7.3 Accounts 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. Exchange rates must be stated to four decimal places.
- 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

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.

outside the Project shall be subject to the Norad's prior approval, as outlined in Article 12 of the General Conditions.

- 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.

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:

- 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 annual 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:

- a) a copy of this Agreement and any addendum;
- 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 financed by the Grant;
- c) the names and nationalities of the respective agreement parties and, if relevant, any sub-grantees or contractors in receipt of Project funds;

Any deviations from article 14 shall be agreed by the Parties in writing, i.e. 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 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 occurs, 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.

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 agencies, staff or property as a direct or indirect consequence of the Project or services provided thereunder. 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 staff 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.

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.

Standard:	Norwegian and Non-Norwegian NGOs	Revision no.:	3
Procurement Provisions	Grant Management Regime I and II	Date:	21.10.2019

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 Norwegian 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;

- 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.

- 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 Norad so requires.

13 

Annex A

PROJECT TITLE: Protecting forests, protecting rights							
NAME OF ORGANIZATION: Rainforest Foundation US							
BUDGET CURRENCY: USD							
	Year 1	Year 2	Year 3	Year 4	Year 5	TOTAL	Share
DIRECT PROJECT COSTS (Based on cost-categories)	Amt (currency)	Amt (currency)	Amt (currency)	Amt (currency)	Amt (currency)	Amt (currency)	%
DIRECT PROJECT COSTS (HQ)	47,246	66,746	48,746	51,544	50,059	264,340	12%
Salaries (Lønnskostnader)	38,746	38,746	38,746	41,559	41,559	199,355	9%
Travels (Reisekostnader)	4,500	6,000	6,000	4,500	4,500	25,500	1%
Consultants and other external services (Kostnader til konsulenter og andre)	-	-	-	-	-	-	0%
Materials, equipment, vehicles etc. (Materialer, utstyr, kjøretøy m.m.)	-	3,000	-	1,485	-	4,485	0%
Other direct activity costs (Andre kostnader knyttet til implementering av p	-	-	-	-	-	-	0%
Audits and external evaluations (Revisjon og eksterne evalueringer)	4,000	19,000	4,000	4,000	4,000	35,000	2%
DIRECT PROJECT COSTS (NGO partner - FPP)	47,998	64,498	64,498	33,498	33,498	243,990	11%
Salaries (Lønnskostnader)	39,998	57,998	57,998	28,498	28,498	212,990	10%
Travels (Reisekostnader)	4,500	4,500	4,500	3,000	3,000	19,500	1%
Operating costs (Driftskostnader)	-	-	-	-	-	-	0%
Consultants and other external services (Kostnader til konsulenter og andre)	-	-	-	-	-	-	0%
Materials, equipment, vehicles etc. (Materialer, utstyr, kjøretøy m.m.)	1,500	-	-	-	-	1,500	0%
Other direct activity costs (Andre kostnader knyttet til implementering av prosjektet)	-	-	-	-	-	-	0%
Audits and external evaluations (Revisjon og eksterne evalueringer)	2,000	2,000	2,000	2,000	2,000	10,000	0%
DIRECT PROJECT COSTS (Local partners in Guyana)	463,180	448,719	380,414	250,321	187,300	1,729,934	77%
Salaries (Lønnskostnader)	132,854	123,540	123,540	81,912	78,801	540,646	24%
Travels (Reisekostnader)	1,440	1,512	1,588	834	876	6,249	0%
Operating costs (Driftskostnader)	18,292	17,980	17,782	10,879	10,879	75,811	3%
Consultants and other external services (Kostnader til konsulenter og andre)	2,000	2,000	2,000	2,000	2,000	10,000	0%
Materials, equipment, vehicles etc. (Materialer, utstyr, kjøretøy m.m.)	12,332	500	500	-	-	13,332	1%
Other direct activity costs (Andre kostnader knyttet til implementering av p	294,005	300,930	232,748	152,440	92,440	1,072,563	48%
Audits and external evaluations (Revisjon og eksterne evalueringer)	2,257	2,257	2,257	2,257	2,305	11,333	1%
TOTAL DIRECT PROJECT COSTS	558,424	579,962	493,657	335,363	270,857	2,238,263	

DIRECT PROJECT COST BY COUNTRY (required information for multi-country agreements)							
	Year 1	Year 2	Year 3	Year 4	Year 5	TOTAL	Share
	Amt (currency)	Amt (currency)	Amt (currency)	Amt (currency)	Amt (currency)	Amt (currency)	%
Country 1 USA	47,246	66,746	48,746	51,544	50,059	264,340	12%
Country 2 UK	47,998	64,498	64,498	33,498	33,498	243,990	11%
Country 3 Guyana	463,180	448,719	380,414	250,321	187,300	1,729,934	77%
TOTAL DIRECT PROJECT COSTS	558,424	579,962	493,657	335,363	270,857	2,238,263	

DIRECT PROJECT COST BY OUTCOME (or by thematic area/sector if cost distribution by outcome is too complicated)							
	Year 1	Year 2	Year 3	Year 4	Year 5	TOTAL	Share
	Amt (currency)	Amt (currency)	Amt (currency)	Amt (currency)	Amt (currency)	Amt (currency)	%
Outcome 1: Guyana's oil and gas development path addresses indigenous peoples' concerns of equity and environmental sustainability	99,768	104,883	76,222	50,413	47,347	378,632	17%
Outcome 2: District councils have stronger institutional and political capacity	190,768	144,883	137,222	109,413	68,347	650,632	29%
Outcome 3: 3.4 million hectares of traditional lands and forests in Guyana under increased control by district councils	121,222	132,268	102,808	67,964	62,205	486,468	22%
Outcome 4: Government authorities provide effective measures against forest crime	146,666	197,928	177,405	107,573	92,958	722,530	32%
TOTAL DIRECT PROJECT COSTS	558,424	579,962	493,657	335,363	270,857	2,238,263	

INCOME/FINANCING PLAN DIRECT PROJECT COSTS							
	Year 1	Year 2	Year 3	Year 4	Year 5	TOTAL	Share
	Amt (currency)	Amt (currency)	Amt (currency)	Amt (currency)	Amt (currency)	Amt (currency)	%
Grant funding Norad	558,424	579,962	493,657	335,363	270,857	2,238,263	100%
Grant funding donor x (specify)						-	0%
Grant funding donor xx (specify)						-	0%
Grant funding donor xxx (specify)						-	0%
Own-contribution						-	0%
In-kind contribution						-	0%
TOTAL INCOME/FINANCING PLAN DIRECT PROJECT COSTS	558,424	579,962	493,657	335,363	270,857	2,238,263	

GRANT APPLICATION/AGREED AMOUNT							
	Year 1	Year 2	Year 3	Year 4	Year 5	TOTAL	
	Amt NOK	Amt NOK	Amt NOK	Amt NOK	Amt NOK	Amt NOK	Rate
Norad contribution direct project cost	4,752,184	4,935,478	4,201,023	2,853,937	2,304,997	19,047,619	8.51
Norad indirect cost contribution	237,609	246,774	210,051	142,697	115,250	952,381	5%
TOTAL NORAD GRANT AMOUNT	4,989,793	5,182,252	4,411,074	2,996,634	2,420,246	20,000,000	

*Local partner:
OECD definition: «an NGO organised at the national level, based and operated in a developing (ODA-eligible) country ».

ANNEX 3

RFUS RESULTS FRAMEWORK: PROTECTING FORESTS, PROTECTING RIGHTS

CFI 2021-25 <RFUS> <Thematic category 1>

IMPACT: Enhanced respect for indigenous rights and forest protection in Guyana

NICFI OUTCOME 1: Approved and implemented policies for sustainable forest and land use in tropical forest countries and jurisdictions												
Results level	Expected Result	Indicators	Baseline Year 0	Target Year 1	Target Year 2	Target Year 3	Target Year 4	Target Year 5	Data sources	Methodology for data collection	Responsibility	Cumulative Targets
PROJECT OUTCOME 1	Guyana's oil and gas development path addresses indigenous peoples' concerns of equity and environmental sustainability.	Amount of funds allocated to indigenous-led and prioritized initiatives (e.g. rights-based forest protection, Amerindian Act revision, ALT, ADF, PES)	31% of total GRIF funds to IP priorities (ALT+ADF+ ICT)	Agreements reached on GRIF project pipeline	20% of remaining GRIF funds are dedicated to IP supported priorities	Agreement reached on sustainable revenue streams for IP priorities from oil and gas revenues	1% of oil and gas revenues dedicated to IP priority programs	1% of oil and gas revenues dedicated to IP priority programs	Budget allocations	Budget reports	APA RFUS FPP	1% of oil and gas revenues dedicated to IP priority programs
		Targeted policies provide incentives for forest protection and uphold respect for indigenous rights	National policies and programs do not adequately address indigenous peoples' priorities for implementation of Guyana's green development	1 Proposal developed and submitted	1 Proposal developed and submitted	1 National policy or program includes indigenous peoples' priorities	1 Proposal developed and submitted	1 National policy or program includes indigenous peoples' priorities	New/ revised government policies, news reports	Review of new/ revised government policies and positions, and news articles	APA RFUS FPP	3 proposals submitted; 2 national policies include indigenous peoples' priorities
Project Output 1.1	Policies and plans related to oil and gas development include indigenous peoples' priorities for development, rights, and forest protection.	Number of submissions made by Amerindian Peoples' Association (APA) and allies on oil and gas revenue policy, national development policy, or REDD+ processes	2 Submissions made in 2019	At least 1 submission made	At least 1 submission made	At least 1 submission made	At least 1 submission made	At least 1 submission made	APA & allies submissions, new/ revised government policies, news reports	Review of partner reports, media outlets, government policy positions, new/ revised government policy	APA RFUS	At least 5 submissions made
		Number of meetings held between government agencies, indigenous peoples' organizations and civil society regarding forest protection and land rights	Uncertain political situation over past several months impeded dialogue between government, civil society and indigenous peoples	At least 3 meetings held	At least 3 meetings held	At least 3 meetings held	At least 3 meetings held	At least 3 meetings held	Partner, news reports	Review of partner reports, media outlets	APA RFUS FPP	At least 15 meetings held

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Project Output 1.2	Revised national policies support indigenous peoples land ownership.	Number of new conservation/land recognition frameworks agreed that reflect indigenous land ownership and forest protection priorities	1 Indigenous Protected Area (the Wai Wai Community Owned Conservation Area) exists	1 New conservation/land recognition framework advanced	1 New conservation/land recognition framework advanced	1 conservation/land recognition framework agreed	1 conservation/land recognition framework agreed	1 conservation/land recognition framework agreed	New/revised government policies, partner reports	Review of partner reports, government policies	APA SRDC NPDC RFUS FPP	5 conservation/land recognition frameworks agreed
		Number of additional domestic and international organizations/agencies support or engage with APA and DC land protection strategies	Limited public knowledge and support for protection of indigenous conservation strategies	At least 1 new organization/agency issued public support or engaged with APA/DC land protection strategies	At least 2 new organization/agency issued public support or engaged with APA/DC land protection strategies	At least 1 new organization/agency issued public support or engaged with APA/DC land protection strategies	At least 1 new organization/agency issued public support or engaged with APA/DC land protection strategies	At least 1 new organization/agency issued public support or engaged with APA/DC land protection strategies	Agreements, media reports, partner reports	Review of agreements, media reports, partner reports	APA SRDC NPDC RFUS FPP	At least 6 new organization/agencies issue public support or engaged with APA/DC land protection strategies
		Number of meetings with relevant government and international agencies to engage in policy dialogue regarding revision of the Amerindian Act, GRIF projects, and forest, mining and land use.	Revision of the Amerindian Act currently on hold; GRIF funding on hold; indigenous peoples' proposals have not yet been responded to	At least 2 meetings held with relevant government and international agencies to advance revision of Amerindian Act process; GRIF projects; and forest, mining, and land use	At least 3 meetings held with relevant government and international agencies on revision of Amerindian Act; GRIF projects; and forest, mining, and land use	At least 3 meetings held with relevant government and international agencies on Amerindian Act; GRIF projects and forest, mining, and land use	At least 3 meetings held with relevant government and international agencies on GRIF projects and forest, mining, and land use	At least 3 meetings held with relevant government and international agencies on GRIF projects and forest, mining, and land use	Partner reports New/revised government policies or positions	Review of partner reports Review of new/revised government policy or positions	APA SRDC NPDC UMDC MDC RFUS FPP	At least 14 meetings held with relevant government and international agencies on GRIF projects and forest, mining, and land use
NICFI OUTCOME 2: Improved rights and livelihoods for indigenous peoples and local communities in tropical forest countries												
Results level	Expected Result	Indicators	Baseline Year 0	Target Year 1	Target Year 2	Target Year 3	Target Year 4	Target Year 5	Data sources	Methodology for data collection	Responsibility	
PROJECT OUTCOME 2	District councils have stronger institutional and political capacity.	Number of district councils submitting formal requests for official recognition.	Only SRDC has been gazetted; North Pakaraimas District Council (NPDC) submitted formal request in 2019	N/A	1 District council submitted formal requests for recognition	N/A	1 District council submitted formal requests for recognition.	1 District council submitted formal requests for recognition	Gazettes	Review of official gazette.	APA SRDC NPDC UMDC MDC RFUS FPP	3 District councils submitted formal requests for recognition

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Project Output 2.1	District councils' organizational capacity and decision-making processes strengthened.	Number of district councils with strengthened administrative, financial, and formalized decision-making processes	Only SRDC has a formal financial and administrative structure in place; NPDC has a basic system in place	Organizational strengthening plan in place for each district council	1 District council with strengthened administrative and financial processes	1 District council with strengthened administrative and financial processes	1 District council with strengthened administrative and financial processes	1 District council with strengthened administrative and financial processes	Organizational development plans, meeting notes, accounting procedures	Review of draft plans, meeting notes, and partner budgeting procedures	APA SRDC NPDC UMDC RFUS FPP	4 District councils with strengthened administrative and financial processes
		Number of village leaders trained on rights, responsibilities, FPIC and relevant government policies	New village leaders elected every 3 years, entailing changes in district council leadership	At least 300 village leaders trained	N/A	N/A	At least 300 village leaders trained	N/A	Workshop participation lists	Review of workshop participation lists, Training reports	APA SRDC NPDC UMDC RFUS FPP	At least 600 village leaders trained
PROJECT OUTCOME 3	3.4 Million hectares of traditional lands and forests in Guyana under increased control by district councils	Number of hectares under indigenous management plans	2.9 Million ha under South Rupun District Council (SRDC) management plan (only one in existence)	N/A	2.9 Million ha under enhanced management (SRDC)	N/A	N/A	3.4 Million ha under enhanced indigenous management (SRDC & NPDC)	Management plan & Shared Use Area plan documents	Review of management/shared use area plan documents	APA NPDC SRDC RFUS FPP	3.4 Million ha under enhanced indigenous management (SRDC & NPDC)
Project Output 3.1	North Pakaraimas Shared Use Area plan drafted (.59 million hectares)	Shared Use Area plan drafted	No plan for protection of shared use area exists	NPDC Lands Committee established to oversee Shared Use Area plan process	Community inputs on shared use areas collected.	Draft of shared use area plan	Village agreements finalized	Shared use area plan validated	Partner reports, meeting minutes, NPDC management plan and maps	Review of partner reports, meeting minutes, management plan and maps	RFUS APA NPDC FPP	Shared use area plan validated
		Completed baseline map of natural and cultural resources	NPDC has begun mapping natural and cultural heritage under previous NICFI project	Draft map with conservation values, threats and boundaries of community conserved areas	Research conducted to fill gaps on conservation values, threats and boundaries of community conserved areas	Comprehensive map completed and validated with communities	Map used for implementation of strategies for conservation, cultural protection and land rights	Map used for implementation of strategies for conservation, cultural protection and land rights	Maps, cultural and natural resource data	Review of map, cultural and natural resource data, partner reports	RFUS APA NPDC	Map used for implementation of strategies for conservation, cultural protection and land rights
Project Output 3.2	South Rupun District Council (SRDC) territorial protection and conserved areas strategy developed and implemented in line with cultural heritage policy (2.86 million hectares)	Territorial protection and conserved areas strategy developed, enhancing existing management plan.	Current management plan lacks adequate consideration for protection of cultural heritage; conserved areas strategy is key to territorial control strategies.	Cultural heritage planning process initiated.	Cultural heritage agreements between village councils revalidated/renewed	Agreements with Wai Wai & Macusi for territorial & conserved areas protection advanced.	Cultural heritage policy validated by SRDC and villages.	Cultural heritage and conserved areas included in monitoring program.	Management plan, cultural heritage policy maps of conserved areas and headwaters; Village cultural heritage agreements and rules	Review of management plan; Village cultural heritage agreements, village rules	SRDC FPP RFUS	Cultural heritage and conserved areas included in monitoring program.
NICFI OUTCOME 7: Reduced forest crime												

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Results level	Expected Result	Indicators	Baseline Year 0	Target Year 1	Target Year 2	Target Year 3	Target Year 4	Target Year 5	Data sources	Methodology for data collection	Responsibility	
PROJECT OUTCOME 4	Strengthened community based territorial monitoring and coordinated action with government agencies reduce forest crimes	Number of coordinated actions taken in response to monitoring reports submitted	Government response is seldom timely and effective.	At least 1 coordinated government action	At least 3 coordinated government actions	At least 4 coordinated government actions	At least 5 coordinated government actions	At least 5 coordinated government actions	Partner and news reports	Review of partner and news reports	SRDC FPP RFUS NPDC APA FPP UMDC	At least 18 coordinated government actions
Project Output 4.1	Forest crime and its impact is documented and/or exposed in the South Rupununi	Number of monitors/data managers/advocacy leads trained	16 Monitors and 3 data managers are currently trained; no advocacy leads.	20 Monitors/data managers/advocacy leads trained	N/A	N/A	N/A	N/A	Training participant list	Review of training reports	SRDC FPP RFUS	20 Monitors/data managers/advocacy leads trained
		Number of monitoring patrols conducted	3 Monitoring patrols conducted/year	At least 3 monitoring patrols conducted	At least 3 monitoring patrols conducted	At least 3 monitoring patrols conducted	At least 3 monitoring patrols conducted	At least 3 monitoring patrols conducted	Monitoring reports	Review of monitoring reports	SRDC FPP RFUS	At least 15 monitoring patrols conducted
		Number of monitoring reports on environmental crimes submitted to relevant agencies.	SRDC is only body to submit reports on environmental crimes, on ad-hoc basis.	At least 6 monitoring reports submitted	At least 6 monitoring reports submitted	At least 6 monitoring reports submitted	At least 6 monitoring reports submitted	At least 6 monitoring reports submitted	Partner and monitoring reports	Review of partner and monitoring reports	SRDC FPP RFUS	At least 30 monitoring reports submitted
		Number of coordinated actions taken in response to monitoring reports submitted.	Government response is seldom timely and effective	At least 1 coordinated government action	At least 1 coordinated government action	At least 2 coordinated government actions	At least 2 coordinated government actions	At least 2 coordinated government actions	Partner and news reports	Review of partner and news reports	SRDC FPP RFUS	At least 8 coordinated government actions
Project Output 4.2	Forest crime and its impact is documented and/or exposed in the North Pakaraimas	Number of monitors/data managers/advocacy leads trained	6 monitors and 2 data managers are currently trained	16 Monitors/data managers/advocacy leads trained	16 Monitors/data managers/advocacy leads trained	16 Monitors/data managers/advocacy leads trained	N/A	N/A	Training participant list	Review of training reports	NPDC APA RFUS FPP	16 Monitors/data managers/advocacy leads trained
		Number of monitoring patrols conducted and more frequent visits to target threat areas	0 Monitoring patrols conducted	At least 2 monitoring patrols conducted	At least 3 monitoring patrols conducted	At least 3 monitoring patrols conducted	At least 3 monitoring patrols conducted	At least 3 monitoring patrols conducted	Monitoring reports	Review of monitoring reports	NPDC APA RFUS FPP	At least 14 monitoring patrols conducted
		Number of monitoring reports on environmental crimes submitted to relevant agencies.	0 Monitoring reports	At least 1 Monitoring report submitted	At least 2 Monitoring reports submitted	3 Monitoring reports submitted	3 Monitoring reports submitted	3 Monitoring reports submitted	Partner and monitoring reports	Review of partner and monitoring reports	NPDC APA RFUS FPP	At least 12 Monitoring reports submitted

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		Number of coordinated actions taken in response to monitoring reports submitted	Government response is seldom timely and effective	N/A	At least 1 coordinated government action	At least 1 coordinated government action	At least 2 coordinated government actions	At least 2 coordinated government actions	Partner and news reports	Review of partner and news reports	NPDC APA RFUS FPP	At least 6 coordinated government actions
Project Output 4.3	Forest crime and its impact is documented and/or exposed in the Upper Mazaruni	Number of monitors/data managers trained	12 monitors and 2 data managers are currently trained; no advocacy leads.	16 Monitors/data managers/advocacy leads trained	16 Monitors/data managers/advocacy leads trained	16 Monitors/data managers/advocacy leads trained	16 Monitors/data managers/advocacy leads trained	N/A	Training participant list	Review of training reports	UMDC APA RFUS FPP	16 Monitors/data managers/advocacy leads trained
		Number of monitoring patrols conducted	3 Monitoring patrols conducted/year	At least 3 monitoring patrols conducted	At least 3 monitoring patrols conducted	At least 3 monitoring patrols conducted	At least 3 monitoring patrols conducted	At least 3 monitoring patrols conducted	Monitoring reports	Review of monitoring reports	UMDC APA RFUS FPP	At least 15 monitoring patrols conducted
		Number of monitoring reports on environmental crimes submitted to relevant agencies	Internal monitoring reports produced	At least 1 monitoring report submitted	At least 1 monitoring report submitted	At least 1 monitoring report submitted	At least 1 monitoring report submitted	At least 1 monitoring report submitted	Partner and monitoring reports	Review of partner and monitoring reports	UMDC APA RFUS FPP	At least 5 monitoring reports submitted
		Number of coordinated actions taken in response to monitoring reports submitted	Government response is seldom timely and effective	N/A	At least 1 coordinated action taken	At least 1 coordinated action taken	At least 1 coordinated action taken	At least 1 coordinated action taken	Partner and news reports	Review of partner and news reports	UMDC APA RFUS FPP	At least 4 coordinated actions taken
Project Output 4.4	National data hub supports Guyana's indigenous communities, district councils, and their collaborative management initiatives	Number of maps produced in support of evidence-based advocacy	Existing APA GIS database covers regions 7, 8 & 9	At least 3 maps, infographics, or multi-media pieces produced for advocacy use.	At least 3 maps, reports, infographics, or multi-media pieces produced for advocacy use.	At least 3 maps, infographics, or multi-media pieces produced for advocacy use.	At least 3 maps, infographics, or multi-media pieces produced for advocacy use.	At least 3 maps, infographics, or multi-media pieces produced for advocacy use.	Maps, infographics, multimedia	Review of maps, infographics, or multi-media News reports	RFUS APA NPDC UMDC SRDC	At least 15 maps, infographics, or multi-media pieces produced for advocacy use.