Grant Notification Letter Regarding “Tackling the demand for unsustainable and deforestation-causing biofuels”, QZA-0469 QZA-21/0025

Reference is made to the agreement QZA-0469 QZA-21/0025 and to your application received 19 May 2020 regarding support to the project “Tackling the demand for unsustainable and deforestation-causing biofuels”.

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 45 million for the period 2021-2025.

The decision to support Transport & Environment with funding is in accordance with guidelines in the Parliamentary Bill 1 (Prop S1) (2020-2021), and the Ministry of Climate and Environment’s Allocation Letter 1 to Norad dated 21 December 2020.

Grants beyond the current calendar year are subject to Parliamentary appropriations. Annual grants for the years 2021-2023 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 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.
GRANT AGREEMENT

between

The Norwegian Agency for Development Cooperation

and

European Federation for Transport and Environment

regarding

Tackling the demand for unsustainable and deforestation-causing biofuels,
QZA-0469 QZA-21/0025

***

PART I: SPECIFIC CONDITIONS
PART II: GENERAL CONDITIONS
PART III: PROCUREMENT PROVISIONS
ANNEX A: BUDGET
ANNEX B: RESULTS FRAMEWORK
# TABLE OF CONTENTS

1. SCOPE AND BACKGROUND ................................................................. 3  
2. OBJECTIVES OF THE PROJECT .......................................................... 3  
3. IMPLEMENTATION OF THE PROJECT ...................................................... 4  
4. THE GRANT .......................................................................................... 5  
5. DISBURSEMENT .................................................................................... 5  
6. REPORTING AND OTHER DOCUMENTATION .......................................... 6  
7. AUDIT .................................................................................................... 7  
8. FORMAL MEETINGS .............................................................................. 8  
9. REVIEWS AND OTHER FOLLOW-UP MEASURES ..................................... 8  
10. PROCUREMENT ....................................................................................... 8  
11. REPAYMENT OF INTEREST AND UNUSED FUNDS ................................... 8  
12. SPECIAL PROVISIONS ......................................................................... 9  
13. NOTICES .............................................................................................. 9  
14. SIGNATURES ........................................................................................ 9
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) European Federation for Transport and Environment, a non-profit organisation (AISBL, or “association internationale sans but lucratif”) duly established in Belgium under registration number 44.3.549.326 (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 19 May 2020 (the Application) regarding financial support to Tackling the demand for unsustainable and deforestation-causing biofuels, QZA-0469 QZA-21/0025 (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):

Outcome 1: Approved and implemented policies for sustainable forest and land use in tropical forest countries and jurisdictions.

Outcome 2: Improved rights and livelihoods for indigenous peoples and local communities in tropical forest countries.

Outcome 3: Effective international incentive structures for reduced deforestation in tropical forest countries.

Outcome 5: Commodity markets stimulate deforestation-free production in tropical forest countries.
2.2 The expected results of the Project are as follows:

The Project’s expected effect(s) on society (Impact) is to contribute to the decarbonisation of the economy without compromising the world’s forests and forests communities, by promoting a transport system based on true renewable energy.

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

Outcome 1: The share of deforestation biofuels (including High ILUC risk biofuels) in the EU and EU Member States is further reduced and the sustainability of EU advanced fuels improves.

Outcome 2: The share of deforestation-causing biofuels reduces in the US (federal level), California and in Canada; and the share of sustainable advanced fuels increases in the transport energy mix.

Outcome 3: The use of deforestation-causing biofuels for aviation and shipping is restricted at EU and at international level.

Outcome 4: Public policies for biofuels in Indonesia respect forests and peatlands conservation.

Outcome 5: Public and corporate policies for biofuels in Brazil respect forests and human rights.

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 45 000 000 (Norwegian Kroner forty-five million).

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

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

2021: NOK 9 000 000
2022: NOK 9 000 000
2023: NOK 9 000 000
2024: NOK 9 000 000
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 7% 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
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: TRANSPORT & ENVIRONMENT
Account no.: 001-8490635-10
IBAN no.: BE41 0018 4906 3510
Name and address of the bank: BNP PARIBAS FORTIS SA - MONTAGNE DU PARC 3 1000 BRUSSELS BELGIUM
Swift/BIC code: GEBABEBB
Currency of the account: NOK

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.

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.

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 June 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 shall be carried out in the third year of the project and be submitted to Norad together with a management response no later than 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 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.

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:

<table>
<thead>
<tr>
<th>Name of the account:</th>
<th>Norad</th>
</tr>
</thead>
<tbody>
<tr>
<td>Account no.:</td>
<td>7694 05 14815</td>
</tr>
<tr>
<td>IBAN no.:</td>
<td>NO31 7694 05 14 815</td>
</tr>
<tr>
<td>Name and address of the bank:</td>
<td>DnB ASA, 0021 Oslo, Norway</td>
</tr>
<tr>
<td>Swift/BIC code:</td>
<td>DNBANOKK</td>
</tr>
</tbody>
</table>

Page 8 of 10
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 45 000 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 General Conditions article 22 clause 1 shall be replaced with: “The Grant Recipient shall acknowledge NICFI’s support to the Project in all publications and other materials issued in relation to the Project. NICFI’s logotype will be provided by Norad upon request. All use of NICFI’s logotype must be approved by Norad”.

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/c-mail address: ASP.NORAD-Post@norad.no.

13.2 All communication to the Grant Recipient concerning the Agreement shall be directed to Cristina Mestre at the following address/e-mail address: Cristina.mestre@transportenvironment.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: Oslo
Date: 19 April 2021

[Signature]
for the Norwegian Agency for Development Cooperation,
Inger Brodal
Assistant Director
Department for Civil Society and the Private Sector

[Signature]
for European Federation for Transport and Environment
William Todts
Executive Director

Attachments:
Annex A: Approved budget for the Project
Annex B: Results framework
PART II: GENERAL CONDITIONS
APPLICABLE TO GRANTS FROM
THE NORWEGIAN AGENCY FOR DEVELOPMENT COOPERATION

TABLE OF CONTENTS

1  IMPLEMENTATION PLAN AND BUDGET .................................................. 2
2  PROGRESS REPORT ........................................................................ 2
3  FINANCIAL REPORT ..................................................................... 2
4  FINAL REPORT ............................................................................. 3
5  AUDIT ............................................................................................. 3
6  CONTROL MEASURES ..................................................................... 4
7  FINANCIAL MANAGEMENT ............................................................ 5
8  EXCHANGE RATE FLUCTUATIONS .................................................. 5
9  EQUIPMENT, CONSUMABLES AND INTELLECTUAL PROPERTY RIGHTS .......................................................... 5
10 REAL PROPERTY .............................................................................. 6
11 TRANSFER OF THE GRANT TO A COOPERATING PARTNER ............. 6
12 CHANGES TO THE PROJECT OR THE GRANT RECIPIENT ............... 7
13 EXTENSION OF THE SUPPORT PERIOD ......................................... 7
14 TRANSPARENCY ............................................................................. 8
15 FINANCIAL IRREGULARITIES .......................................................... 8
16 CONFLICT OF INTEREST ................................................................. 9
17 BREACH OF THE AGREEMENT ......................................................... 9
18 TERMINATION OF THE AGREEMENT ............................................. 10
19 WAIVER AND IMMUNITIES ............................................................. 10
20 LIABILITY ....................................................................................... 10
21 ASSIGNMENT ............................................................................... 10
22 RECOGNITION AND PUBLICATION ............................................. 11
23 ENTRY INTO FORCE, DURATION AND AMENDMENT .................... 11
24 CHOICE OF LAW AND SETTLEMENT OF DISPUTES ..................... 11
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 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.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 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.
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:
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.
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 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.
### Project 1: Reducing the demand for deforestation-causing biofuels in Western markets and promoting sustainable options

<table>
<thead>
<tr>
<th>NICFI Outcome 1</th>
<th>Indicator</th>
<th>Baseline</th>
<th>Target 2021</th>
<th>Target 2022</th>
<th>Target 2023</th>
<th>Target 2024</th>
<th>Target 2025</th>
<th>Data sources</th>
<th>Data collection</th>
<th>Partner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Approved and implemented policies for sustainable forest and land use in tropical forest countries and jurisdictions</td>
<td>Number of countries/regions adopting progressive laws on biofuels and transport fuels policies.</td>
<td>EU and North America mainly use deforestation-causing biofuels as alternative fuels.</td>
<td>EU and EU member states present and work on legislation that improves the current framework that supports deforestation biofuels.</td>
<td>US law reduces support* to deforestation-causing biofuels. The use of palm oil biodiesel in Europe declines compared to previous years.</td>
<td>The EU and California adopt policies to reduce and eventually eliminate the use of deforestation-causing biofuels and support only advanced fuels.</td>
<td>The laws adopted in the different regions push the use of advanced fuels. The use of crop biofuels reduces, reducing pressure on land.</td>
<td>Official reports &amp; bulletins; statistics on fuels and imports; deforestation trackers (e.g. Global Forest Watch)</td>
<td>Monitoring of policy processes; Monitoring of progress on energy used in transport; monitoring on deforestation trackers.</td>
<td>T&amp;E, ICCT, RFN.</td>
<td></td>
</tr>
</tbody>
</table>

### Indicator data

<table>
<thead>
<tr>
<th>Outcome 1</th>
<th>Indicator</th>
<th>Baseline</th>
<th>Target 2021</th>
<th>Target 2022</th>
<th>Target 2023</th>
<th>Target 2024</th>
<th>Target 2025</th>
<th>Data sources</th>
<th>Data collection</th>
<th>Partner</th>
</tr>
</thead>
<tbody>
<tr>
<td>The share of deforestation biofuels (including High ILUC risk biofuels) in the EU and EU Member States is further reduced and the sustainability of EU advanced fuels improves.</td>
<td>The feedstocks considered &quot;high ILUC&quot; risk under the EU RED framework. Soy is not part of the high ILUC risk category.</td>
<td>The EU releases new data about land categories for low ILUC; and on expansion of commodities into high carbon stock areas, as a basis for a future review and a tightening of the rules.</td>
<td>The EU Commission proposes to include soy as high-ILUC risk.</td>
<td>The adopted EU rules on high ILUC risk are reflected in the EU Member States transposition laws.</td>
<td>The report of the European Commission on high and low ILUC risk biofuels; official positions of policymakers; monitoring of parliamentary calendar; monitoring of documentation related to the files in EU parliament and EU Council; discussions with relevant stakeholders.</td>
<td>T&amp;E, RFN, ICCT</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

1 For example, laws that limit or phase-out the use of deforestation biofuels by not counting them towards the climate & energy targets; and that focus the support (by setting specific targets, or providing dedicated credits) on sustainable advanced fuels.

*See footnote 1.
<table>
<thead>
<tr>
<th>Type of fuels credited under the Fuel Quality Directive (FQD).</th>
<th>The FQD does not limit deforestation-causing biofuels.</th>
<th>The FQD excludes deforestation biofuels from its framework.</th>
<th>The FQD excludes deforestation biofuels from its framework.</th>
</tr>
</thead>
</table>

### Outputs Indicators Baseline Target 2021 Target 2022 Target 2023 Target 2024 Target 2025 Data sources Data collection Partner

#### Output 1.1: Targeted advocacy towards EU
- Number of policy makers in Brussels and EU countries
- There is research available on biofuels and
- At least 15 policy makers
- At least 8 MEPs table progressive amendments
- At least 60 policy-makers are aware of our research
- At least 80 policy-makers are aware of our research
- At least 100 policy-makers are aware of our research
- Policy-makers’ positions; amendme 1-to-1 meetings notes; media and social T&E; ICCT; RFN.

---

2 Improvements to the framework would entail: lower biofuels limitation - than their 2020 levels; quicker phase-out than 2030 for high ILUC risk biofuels; elimination of the low-ILUC risk category; robust impact assessment and sustainability framework for advanced fuels; mechanisms for the uptake of renewable electricity in transport.

3 For example, France, Denmark, Portugal, Italy and Germany.

4 This target is different to the target in Y1 as these are two different policy process. We thus refer to at least 7 countries in each year, 7 countries in each of the two separate processes.
| Deliverable 1.1.1: Research and evidence gathering on relevant topics, based on momentum. | Number of research reports produced. | Please see footnote 5 | 3 research reports | 6 research reports | 9 research reports | 12 research reports | 15 research reports | Publicatio n of reports; tender processes | Monitoring of websites and publication calendars | T&E; ICT; RFN |
| Deliverable 1.1.2: Advocacy material on relevant topics, based on momentum. | Number of papers and briefings produced. | Please see footnote 5 | 3 position papers and/or briefings | 6 position papers and/or briefings | 9 position papers and/or briefings | 12 position papers and/or briefings | 15 position papers and/or briefings | Publicatio n of papers online and dissem ination on social media. | Monitoring of websites and publication calendars | T&E; ICT; RFN |

5 Examples of research from T&E, ICT and RFN.
6 By "aware" we mean that see our presentations; receive our materials by email, etc.
<table>
<thead>
<tr>
<th>Deliverable 5.1.5: Media and social media engagement.</th>
<th>Number of articles, reports and newsletters; number of views</th>
<th>In 2020, we published 14 articles</th>
<th>7 articles, reports and newsletters (EN and PT).</th>
<th>14 articles, reports and newsletters (EN and PT).</th>
<th>21 articles, reports and newsletters (EN and PT).</th>
<th>28 articles, reports and newsletters (EN and PT).</th>
<th>35 articles, reports and newsletters (EN and PT).</th>
<th>Media; websites; publications.</th>
<th>Media and social media monitoring; materials produced</th>
<th>Reporter Brasil</th>
</tr>
</thead>
</table>


<table>
<thead>
<tr>
<th>Deliverable 5.1.1: Meetings with policy-makers at national and state level.</th>
<th>Number of meetings</th>
<th>There are policy makers involved in social and environmental topics, but there is no focus on biofuels.</th>
<th>12</th>
<th>24</th>
<th>36</th>
<th>48</th>
<th>60</th>
<th>Meeting notes; meeting requests</th>
<th>Monitoring of meeting requests; meeting notes; meeting follow-up</th>
<th>Reporter Brasil</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deliverable 5.1.2: Meetings with biofuel companies representatives</td>
<td>Number of meetings</td>
<td>0</td>
<td>3</td>
<td>6</td>
<td>9</td>
<td>12</td>
<td>15</td>
<td>Meeting request; meeting minutes</td>
<td>Monitoring of meeting requests; meeting notes; meeting follow-up</td>
<td>Reporter Brasil</td>
</tr>
<tr>
<td>Deliverable 5.1.3: Development of an environmental and social corporate practices monitoring tool.</td>
<td>Monitoring tool; Number of companies monitored.</td>
<td>We have monitored 3 companies with our tool to monitor the cattle sector, but none on biofuels.</td>
<td>1 monitoring tool developed,</td>
<td>70 companies monitored</td>
<td>140 companies monitored</td>
<td>210 companies monitored</td>
<td>280 companies monitored</td>
<td>Publication of tool; analysed data</td>
<td>Regular monitoring of the dataset generated by the monitoring tool</td>
<td>Reporter Brasil</td>
</tr>
<tr>
<td>Deliverable 5.1.4: Research and dissemination of environmental and social practices linked to biofuels production.</td>
<td>Number of reports disseminated to stakeholders</td>
<td>0</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>Publication of reports</td>
<td>Monitoring of websites and publication calendars</td>
<td>Reporter Brasil</td>
</tr>
<tr>
<td>Outcome 5</td>
<td>Indicator</td>
<td>Baseline</td>
<td>Target 2021</td>
<td>Target 2022</td>
<td>Target 2023</td>
<td>Target 2024</td>
<td>Target 2025</td>
<td>Data sources</td>
<td>Data collection</td>
<td>Partner</td>
</tr>
<tr>
<td>-----------</td>
<td>-----------</td>
<td>----------</td>
<td>-------------</td>
<td>-------------</td>
<td>-------------</td>
<td>-------------</td>
<td>-------------</td>
<td>--------------</td>
<td>----------------</td>
<td>---------</td>
</tr>
<tr>
<td>Public and corporate policies for biofuels in Brazil respect forests and human rights</td>
<td>Number of policy-makers that support proposals on environmental and social practices in the biofuels policies.</td>
<td>Public and private/corporate policies for biofuels do not include robust provisions to protect the forests nor human rights related to the biofuel production supply chain</td>
<td>- At least two policy-makers make critical statements towards biofuels policies.</td>
<td>- At least four policy-makers make critical statements towards biofuels policies.</td>
<td>- At least six policy-makers make critical statements towards biofuels policies.</td>
<td>- At least eight policy-makers make critical statements towards biofuels policies.</td>
<td>- At least ten policy-makers make critical statements towards biofuels policies.</td>
<td>Proceedings in National Congress and State Assemblies; government policies; Public statements and positions; Meeting notes;</td>
<td>Media monitoring; regular monitoring of parliaments and Governments websites; social media.</td>
<td>Repórter Brasil.</td>
</tr>
<tr>
<td>Number of companies that adopt environmental and social practices in their supply chain.</td>
<td>Currently there are no corporate social &amp; environmental practices</td>
<td>At least one company adopts the environmental monitoring tools produced.</td>
<td>At least two companies adopt the environmental monitoring tools produced.</td>
<td>At least three companies adopt the environmental monitoring tools produced.</td>
<td>At least four companies adopt the environmental monitoring tools produced.</td>
<td>At least five companies adopt the environmental monitoring tools produced.</td>
<td>Company statements and commitments</td>
<td>Websites; Social media.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Output</th>
<th>Indicator</th>
<th>Baseline</th>
<th>Target 2021</th>
<th>Target 2022</th>
<th>Target 2023</th>
<th>Target 2024</th>
<th>Target 2025</th>
<th>Data sources</th>
<th>Data collection</th>
<th>Partner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Output 5.1: Awareness-raising and advocacy towards policymakers, companies and general public on social and</td>
<td>Number of policy makers interested in our asks and reflecting them in their positions; Number of companies</td>
<td>There is very limited dialogue between civil society organisations and policy-makers; and between civil society</td>
<td>- At least 1 policy maker is interested in our policy asks and adopt the messaging.</td>
<td>- At least 2 policy makers are interested in our policy asks and adopt the messaging.</td>
<td>- At least 3 policy makers are interested in our policy asks and adopt the messaging.</td>
<td>- At least 4 policy makers are interested in our policy asks and adopt the messaging.</td>
<td>- At least 5 policy makers are interested in our policy asks and adopt the messaging.</td>
<td>Meeting requests; phone calls; exchange of information; media and social media stats.</td>
<td>Meetings notes; monitoring of exchange of emails and information; monitoring of media</td>
<td>Repórter Brasil.</td>
</tr>
</tbody>
</table>

---

16 For example, the re-establishment of the agro-ecological zoning of sugarcane, revoked in 2019.
17 For example, there is no obligation to set up due diligence policies to monitor de supply chain.
<table>
<thead>
<tr>
<th>NICFI Outcome 1: Approved and implemented policies for sustainable forest and land use in tropical forest countries and jurisdictions</th>
<th>Baseline</th>
<th>Target 2021</th>
<th>Target 2022</th>
<th>Target 2023</th>
<th>Target 2024</th>
<th>Target 2025</th>
<th>Data sources</th>
<th>Data collection</th>
<th>Partner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Political support for the inclusion of measures to protect the forests and the environment under Brazil’s biofuels policy.</td>
<td>There are policy makers working on environment and forest protection, but not in the context of biofuels policies.</td>
<td>Growing awareness on the environmental impacts linked to deforestation biofuels</td>
<td>Growing awareness on the social impacts linked to deforestation biofuels</td>
<td>Growing awareness on the social impacts linked to deforestation biofuels</td>
<td>There is a growing number of policy makers supporting the improvement of the biofuels policy frameworks to increase sustainability.</td>
<td>Proceedings in National Congress and State Assemblies; government policies Public statements and positions</td>
<td>Monitoring of proceedings and adopted legislations. Websites and social media.</td>
<td>Repórter Brasil</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NICFI Outcome 2: Improved rights and livelihoods for indigenous peoples and local communities in tropical forest countries</th>
<th>Baseline</th>
<th>Target 2021</th>
<th>Target 2022</th>
<th>Target 2023</th>
<th>Target 2024</th>
<th>Target 2025</th>
<th>Data sources</th>
<th>Data collection</th>
<th>Partner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Political support for the inclusion of measures to protect the people and social wellbeing under Brazil’s biofuels policy.</td>
<td>There are policy makers working on policies to protect people, but not in the context of biofuels policies.</td>
<td>Growing awareness on the social impacts linked to deforestation biofuels</td>
<td>Growing awareness on the social impacts linked to deforestation biofuels</td>
<td>Growing awareness on the social impacts linked to deforestation biofuels</td>
<td>There is a growing number of policy makers supporting the improvement of the biofuels policy frameworks to increase the protection of livelihoods and workers’ rights.</td>
<td>Proceedings in National Congress and State Assemblies; government policies Public statements and positions</td>
<td>Monitoring of proceedings and adopted legislations. Websites and social media.</td>
<td>Repórter Brasil</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NICFI Outcome 5: Commodity markets stimulate deforestation-free production in tropical forest countries</th>
<th>Baseline</th>
<th>Target 2021</th>
<th>Target 2022</th>
<th>Target 2023</th>
<th>Target 2024</th>
<th>Target 2025</th>
<th>Data sources</th>
<th>Data collection</th>
<th>Partner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of biofuels companies that adopt and improve their corporate social and environmental practices.</td>
<td>Brazilian biofuel producers do not have social or environmental criteria implemented in their supply chain.</td>
<td>A growing number of biofuels companies in Brazil become aware of their impacts</td>
<td>A growing number of biofuels companies in Brazil become aware of their impacts and consider improving their practices.</td>
<td>Companies start improving their practices.</td>
<td>5 biofuel companies improve their social and environmental practices contributing to a more sustainable biofuels supply chain.</td>
<td>Discussions and meetings with business representatives; public statements by companies.</td>
<td>Monitoring of industry commitments (websites, social media; traditional media, PRs)</td>
<td>Repórter Brasil.</td>
<td></td>
</tr>
<tr>
<td>Deliverable</td>
<td>Number of media mentions</td>
<td>Number of collaboration actions</td>
<td>Number of reports disseminated to stakeholders</td>
<td>Collab actions with media and public outreach events</td>
<td>Presence of the topic in media coverage</td>
<td>Social media analytics survey to NGO</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-------------</td>
<td>--------------------------</td>
<td>-------------------------------</td>
<td>-----------------------------------------------</td>
<td>-----------------------------------------------</td>
<td>--------------------------------------</td>
<td>-------------------------------------</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deliverable 1: Engagement with media and public outreach events</td>
<td>16 articles</td>
<td>12 events</td>
<td>2 events</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deliverable 2: Collaboration actions with stakeholders and key actors, such as NGOs, and celebrities, e.g. celebrities to forest/paella, etc.</td>
<td>4 events</td>
<td>8 events</td>
<td>4 events</td>
<td>1</td>
<td>3</td>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deliverable 3: Launching of reports</td>
<td>8 articles</td>
<td>10 events</td>
<td>2 events</td>
<td>2</td>
<td>4</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Notes:
1. These collaboration actions would include, for example series of talk shows, public information/infographics, videos, social media posts such as "Instagram Live", podcasts, bringing...
<table>
<thead>
<tr>
<th>impacts of deforestation-biofuels and potential solutions. Involvement in decision-making processes.</th>
<th>biofuels as a threat.</th>
<th>biofuels on forests.</th>
<th>basis of the deliverables below.</th>
<th>basis of the deliverables below.</th>
<th>the basis of the deliverables below.</th>
<th>biofuels, on the basis of the deliverables below.</th>
<th>exchanges; inputs to consultations.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deliverable 4.1.1: Meetings with policymakers at national and regional level.</td>
<td>Number of meetings</td>
<td>0</td>
<td>1</td>
<td>2</td>
<td>4</td>
<td>5</td>
<td>7</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Meetings minutes; meeting requests.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Regular check of meeting requests; check of meeting notes.</td>
</tr>
<tr>
<td>Deliverable 4.1.2: Engagement in policy processes.</td>
<td>Number of inputs in policy processes such as public consultations.</td>
<td>0</td>
<td>1</td>
<td>3</td>
<td>5</td>
<td>6</td>
<td>7</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Email exchanges; inputs to consultations.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Regular checks of chances to provide input; check of input submitted by email.</td>
</tr>
<tr>
<td>Output 4.2: Awareness-raising on the impacts of deforestation-biofuels and collaboration with the general public and relevant stakeholders.</td>
<td>Number of NGOs and stakeholders interested and replicating our key messages on biofuels sustainability.</td>
<td>There is limited understanding among general citizenship and stakeholders about the negative impacts of biofuels. There is some degree of collaboration among NGOs.</td>
<td>At least 3 NGOs and stakeholders replicate our messages. At least 300,000 people are reached by our media actions.</td>
<td>At least 5 NGOs and stakeholders replicate our messages. At least 700,000 people are reached by our media actions.</td>
<td>At least 7 NGOs and stakeholders replicate our messages. At least 1,100,000 people are reached by our media actions.</td>
<td>At least 9 NGOs and stakeholders replicate our messages. At least 1,500,000 people are reached by our media actions.</td>
<td>At least 12 NGOs and stakeholders replicate our messages. At least 2,000,000 people are reached by our media actions.</td>
</tr>
<tr>
<td></td>
<td>Number of people reached with our media and social media actions.</td>
<td>Presence of the topic in the media, publication of reports, joint action with NGOs and other stakeholders.</td>
<td>Compilation of media coverage, social media analytics, regular monitoring of websites and exchanges of reports (emails), surveys to NGO.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

34 Such legal provisions could be, for example: strengthening of forest & peatland moratorium to the remaining unprotected forests (our analysis shows 9.4 million hectares are not yet protected); extension of palm oil moratorium that will protect forests from palm oil expansion; strengthening of ISPO principles and criteria; regional government policy/regulations committing to not open forests and peatland for biofuel; revision of ministerial regulations that allow for peatland clearing.
### Project 3: Promoting Forest and Peatland Protection in Indonesian Biofuel Policy

#### Indicator data

<table>
<thead>
<tr>
<th>NICFI Outcome 1</th>
<th>Indicator</th>
<th>Baseline</th>
<th>Target 2021</th>
<th>Target 2022</th>
<th>Target 2023</th>
<th>Target 2024</th>
<th>Target 2025</th>
<th>Data sources</th>
<th>Data collection</th>
<th>Partner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Approved and implemented policies for sustainable forest and land use in tropical forest countries and jurisdictions</td>
<td>The inclusion of sustainability measures to protect forests and peatlands.</td>
<td>Biofuel use in Indonesia relies on palm oil and there are no measures to protect forests and peatlands.</td>
<td>Policy makers are interested in measures to protect forests and peatlands.</td>
<td>Policy makers are interested in measures to protect forests and peatlands.</td>
<td>Policy makers are interested in measures to protect forests and peatlands.</td>
<td>Measures to protect forests and peatlands are implemented in Indonesia’s biofuels policies.</td>
<td>Official reports and state bulletins; Official position of policymakers; Legal texts and proposals for laws.</td>
<td>Monitoring of official data and documents related to policy processes; official release of proposals.</td>
<td>Madani</td>
<td></td>
</tr>
</tbody>
</table>

#### Indicator data

<table>
<thead>
<tr>
<th>Outcome 4</th>
<th>Indicator</th>
<th>Baseline</th>
<th>Target 2021</th>
<th>Target 2022</th>
<th>Target 2023</th>
<th>Target 2024</th>
<th>Target 2025</th>
<th>Data sources</th>
<th>Data collection</th>
<th>Partner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public policies for biofuels in Indonesia respect forests and peatlands conservation</td>
<td>- The inclusion of biofuels legal provisions to protect forest and peatland both in upstream sector (forest/land policies) and downstream sector (energy); - The number of policy-makers that support such measures.</td>
<td>Biofuels policies in Indonesia do not have measures aimed at protecting forests and peatlands.</td>
<td>1-2 champion policy-makers support legal provisions to protect forest and peatland in public policies for biofuel.</td>
<td>3-4 policy-makers support legal provisions to protect forest and peatland in public policies for biofuel.</td>
<td>Legal provisions on protection of forests and peatlands are tabled to and considered by policy makers</td>
<td>Legal provisions on protection of forests and peatlands are enacted.</td>
<td>Public policies for biofuel; Policy-makers’ positions on protecting forest and peatland in public policies for biofuel.</td>
<td>Regular monitoring of public policies for biofuels and policy-makers’ positions (media, social media).</td>
<td>Madani</td>
<td></td>
</tr>
</tbody>
</table>

#### Indicator data

<table>
<thead>
<tr>
<th>Output</th>
<th>Indicator</th>
<th>Baseline</th>
<th>Target 2021</th>
<th>Target 2022</th>
<th>Target 2023</th>
<th>Target 2024</th>
<th>Target 2025</th>
<th>Data sources</th>
<th>Data collection</th>
<th>Partner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Output 4.1 Awareness-raising and advocacy towards policymakers on the</td>
<td>Number of policy-makers interested in our policy asks on forest protection linked to biofuels policy.</td>
<td>There are policy makers in support of forest protection, but they do not see</td>
<td>At least 1 relevant policy-makers are aware of impacts of biofuels, on the</td>
<td>At least 2 relevant policy-makers are aware of impacts of biofuels, on the</td>
<td>At least 3 relevant policy-makers are aware of impacts of biofuels, on the</td>
<td>At least 5 relevant policy-makers are aware of impacts of biofuels, on the</td>
<td>At least 6 relevant policy-makers are aware of impacts of biofuels, on the</td>
<td>Meetings minutes; meeting requests, Email and phone</td>
<td>Regular check of meeting requests; check of meeting notes.</td>
<td>Madani</td>
</tr>
<tr>
<td>Deliverable</td>
<td>Number of media mentions.</td>
<td>Around 60 mentions in 2020.</td>
<td>30 mentions/articles in media</td>
<td>60 mentions/articles in media</td>
<td>90 mentions/articles in media</td>
<td>120 mentions/articles in media</td>
<td>150 mentions/articles in media</td>
<td>Presence of the topic in the media</td>
<td>Regular media monitoring</td>
<td>T&amp;E; ICT; RFN</td>
</tr>
<tr>
<td>-------------</td>
<td>---------------------------</td>
<td>-----------------------------</td>
<td>-----------------------------</td>
<td>-------------------------------</td>
<td>-----------------------------</td>
<td>-------------------------------</td>
<td>-------------------------------</td>
<td>---------------------------------</td>
<td>--------------------------</td>
<td>------------</td>
</tr>
</tbody>
</table>

13 See footnote 12.
<table>
<thead>
<tr>
<th>Deliverable 3.1.4: Meetings with policy makers in EU and EU Member States and representatives of ICAO and IMO parties.</th>
<th>Number of meetings.</th>
<th>In 2020, we held 5 meetings</th>
<th>10 meetings</th>
<th>20 meetings</th>
<th>30 meetings</th>
<th>40 meetings</th>
<th>50 meetings</th>
<th>Meeting notes; attendees</th>
<th>Monitor of meeting requests; meeting notes; meeting follow-up.</th>
<th>T&amp;E; ICCT; RFN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Output 3.2: Mobilisation of NGOs and general public on the sustainability concerns linked to biofuels and solutions to decarbonize aviation and shipping fuels.</td>
<td>Number of people that receive our messages and key policy asks through social and traditional media.</td>
<td>In 2020, around 70K people saw our social media posts.</td>
<td>At least 210K people see our publications.</td>
<td>At least 420K people see our publications.</td>
<td>At least 630K people see our publications.</td>
<td>At least 840K people see our publications.</td>
<td>At least 1M people see our publications.</td>
<td>Media and social media interactions with stakeholders; meetings with NGOs.</td>
<td>Media and social media monitoring; polls; participation in meetings and events; T&amp;E; ICCT; RFN</td>
<td></td>
</tr>
<tr>
<td>Deliverable 3.2.1: Social media and mobilization.</td>
<td>Number of social media posts and audiovisuals.</td>
<td>In 2020, we produced 1 infographic; 2 PRs; 15 social media posts.</td>
<td>2 infographics 1 press release 1 Bulletin article 5 tweets 5 Facebook posts 2 LinkedIn posts 2 Instagram stories</td>
<td>1 short video 2 press release 2 Bulletin article 10 tweets 10 Facebook posts 4 LinkedIn posts 4 Instagram stories</td>
<td>4 infographics 3 press release 3 Bulletin article 15 tweets 15 Facebook posts 6 LinkedIn posts 6 Instagram stories</td>
<td>2 short video 4 press release 4 Bulletin article 20 tweets 20 Facebook posts 8 LinkedIn posts 8 Instagram stories</td>
<td>6 infographics 5 press release 5 Bulletin article 25 tweets 25 Facebook posts 10 LinkedIn posts 10 Instagram stories</td>
<td>Social media; Production of material.</td>
<td>Regular media and social media monitoring; T&amp;E; ICCT</td>
<td></td>
</tr>
</tbody>
</table>

---

12 One of the reports under the baseline of output 1, deliverable 1 in Project 1 includes some elements on aviation biofuels. It has not been reported here to avoid double-counting.
<table>
<thead>
<tr>
<th>Outputs</th>
<th>Indicators</th>
<th>Baseline</th>
<th>Target 2021</th>
<th>Target 2022</th>
<th>Target 2023</th>
<th>Target 2024</th>
<th>Target 2025</th>
<th>Data sources</th>
<th>Data collection</th>
<th>Partner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Output 3.1: Targeted advocacy towards policymakers and engagement in relevant policy processes.</td>
<td>- Number of policy makers interested by our progressive proposals. - Number of parties to ICAO and IMO supporting progressive measures - Number of MEPs tabling and voting on progressive amendments. - Number of policymakers who receive/are aware of our research and advocacy materials (papers, briefings).</td>
<td>We have relationships built with policy makers that we will anchor with our work and further research on the topics that arise during the policy debate.</td>
<td>At least 10 policy makers are aware of our research and interested in our progressive asks.</td>
<td>At least 20 policy makers are aware of our research and interested in our progressive asks. - At least 6 MEPs table progressive amendments and at least 40 vote in favor. - At least 15 ICAO parties support more sustainability criteria.</td>
<td>At least 30 policy makers are aware of our research and interested in our progressive asks. - At least 25 ICAO parties support more sustainability criteria.</td>
<td>At least 40 policy makers are aware of our research and interested in our progressive asks.</td>
<td>At least 50 policy makers are aware of our research and interested in our progressive asks. - At least 15 ICAO parties support the non-adoption of targets. - At least 25 IMO parties are interested in sustainability safeguards.</td>
<td>Exchanges (emails, phone calls); social media interactions; submission to public consultations; participation in meeting and events.</td>
<td>Monitorin g of social media; regular checking of consultati ons; participant lists to meetings and calls; meeting notes.</td>
<td>T&amp;E; ICCT; RFN</td>
</tr>
<tr>
<td>Deliverable 3.1.1: Research and evidence gathering</td>
<td>Number of research reports.</td>
<td>1 research report published in 2020.</td>
<td>2 research reports</td>
<td>4 research reports</td>
<td>6 research reports</td>
<td>8 research reports</td>
<td>10 research reports</td>
<td>Publications or reports; tender process es.</td>
<td>Monitorin g of websites; publication calendars; calls for tender</td>
<td>T&amp;E; ICCT</td>
</tr>
<tr>
<td>Deliverable 3.1.2: Advocacy material</td>
<td>Number of papers/briefings released.</td>
<td>3 briefings published in 2020.</td>
<td>2 papers or briefings</td>
<td>4 papers or briefings</td>
<td>6 papers or briefings</td>
<td>8 papers or briefings</td>
<td>10 papers or briefings</td>
<td>Publication of papers online</td>
<td>Monitorin g of websites; publication calendars</td>
<td>T&amp;E; ICCT; RFN</td>
</tr>
<tr>
<td>Deliverable 3.1.3: Technical input in relevant processes.</td>
<td>Number of technical meetings and inputs provided.</td>
<td>In 2020, we attended 4 technical meetings; 4 technical inputs</td>
<td>2 technical meetings; 3 technical inputs</td>
<td>4 technical meetings; 6 technical inputs</td>
<td>6 technical meetings; 9 technical inputs</td>
<td>8 technical meetings; 12 technical inputs</td>
<td>10 technical meetings; 15 technical inputs</td>
<td>Meeting notes; attende es</td>
<td>Participants list check; email exchanges /submissi</td>
<td>ICCT</td>
</tr>
<tr>
<td></td>
<td>IMO has no sustainability safeguards for fuels for shipping.</td>
<td>IMO adopts at least 2 sustainability criteria that discourage deforestation-causing biofuels.</td>
<td>The criteria are used by IMO to develop international regulations on shipping alternative fuels.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

10 For example: sustainability criteria for biofuels; policy support and incentives for sustainable advanced fuels; restriction or exclusion of deforestation biofuels from the frameworks; etc.

11 Such measures would include: not allowing the use of deforestation biofuels account for under the EU frameworks for aviation and shipping fuels and under ICAO and IMO; the adoption of further sustainability criteria that would exclude the worst performing fuels and reward the best performing fuels. We will also advocate for not implementing a volume target (i.e. a mandate for a share of renewable fuels to be blended) for alternative fuels under any of the frameworks, as due to the lack of proper sustainability framework, such a target would drive the cheapest and worst type of biofuels.
## Project 2: Stopping the growth of deforestation-causing biofuels and promoting sustainable advanced fuels in aviation and shipping

<table>
<thead>
<tr>
<th>NICFI Outcome 3</th>
<th>Indicator</th>
<th>Baseline</th>
<th>Target 2021</th>
<th>Target 2022</th>
<th>Target 2023</th>
<th>Target 2024</th>
<th>Target 2025</th>
<th>Data Sources</th>
<th>Data Collection</th>
<th>Partner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Effective international incentive structures for reduced deforestation in tropical forest countries</td>
<td>Number and type of measures included in the fuels programs under the UN ICAO and IMO frameworks.</td>
<td>Deforestation-causing biofuels are still considered a key solution to decarbonise aviation and shipping under ICAO and IMO.</td>
<td>ICAO adopts additional sustainability criteria for aviation fuels.</td>
<td>ICAO does not set volume targets for deforestation-causing biofuels.</td>
<td>IMO adopts criteria on life cycle assessment for fuels that discourages the use of deforestation-causing biofuels.</td>
<td>ICAO focuses on advanced fuels and sets sustainability criteria for them. IMO follows this example for its framework.</td>
<td>Official reports from ICAO/IMO Official position of policymakers; Legal texts and proposals for laws; Statistics on use of alternative fuels.</td>
<td>Monitoring of official data and documents related to policy processes; Official release of proposals.</td>
<td>T&amp;E; ICCT; RFN.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Outcome 3</th>
<th>Indicator</th>
<th>Baseline</th>
<th>Target 2021</th>
<th>Target 2022</th>
<th>Target 2023</th>
<th>Target 2024</th>
<th>Target 2025</th>
<th>Data Sources</th>
<th>Data Collection</th>
<th>Partner</th>
</tr>
</thead>
<tbody>
<tr>
<td>The use of deforestation-causing biofuels for aviation and shipping is restricted at EU and at international level.</td>
<td>Measures and type of fuels eligible under the fuels framework for aviation and shipping in the EU and Member States; and under ICAO and IMO.</td>
<td>EU policy proposals for aviation and shipping fuels limit (but don't fully restrict) the use of deforestation biofuels. At least 3 EU Member States adopt national legislations that only promote advanced fuels in aviation. A majority of EU decision-makers support the promotion of advanced fuels only, for aviation and shipping.</td>
<td>At least 3 EU Member States adopt national legislations that only promote advanced fuels in aviation.</td>
<td>The EU adopts legislation for alternative fuels in aviation and shipping that exclude the use of deforestation-causing biofuels and promotes on advanced fuels.</td>
<td>EU Member States reflect the adopted EU legislation on alternative fuels for aviation and shipping in the national framework.</td>
<td>ICAO does not set volume targets for biofuels.</td>
<td>EU, EU Member States; ICAO and IMO official publications; Official positions of policymakers and governments; media.</td>
<td>Monitoring of processes; meetings with policymakers; agendas of meetings; media monitoring.</td>
<td>ICCT; RFN; T&amp;E</td>
<td></td>
</tr>
<tr>
<td>Deliverable 2.1.2: Meetings with policy-makers in the US (federal and state level) and Canada.</td>
<td>Number of meetings with policy makers.</td>
<td>4 meetings with policy makers in 2020</td>
<td>5 meetings</td>
<td>10 meetings</td>
<td>15 meetings</td>
<td>20 meetings</td>
<td>25 meetings</td>
<td>Meeting notes; attendees</td>
<td>Monitoring of meeting requests; meeting notes; meeting follow-up.</td>
<td>ICCT</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>Deliverable 2.1.3: Mobilization of the North America NGO community</td>
<td>Number of meetings with NGOs.</td>
<td>15 meetings with NGOs in 2020</td>
<td>5 meetings</td>
<td>10 meetings</td>
<td>15 meetings</td>
<td>20 meetings</td>
<td>25 meetings</td>
<td>Meeting notes; attendees</td>
<td>Meeting requests; follow-up</td>
<td>ICCT</td>
</tr>
<tr>
<td>Deliverable 2.1.4: Presence in media</td>
<td>Number of mentions in North American media.</td>
<td>3 mentions in media in 2020</td>
<td>5 mentions</td>
<td>10 mentions</td>
<td>15 mentions</td>
<td>20 mentions</td>
<td>25 mentions</td>
<td>Mentions and presence in the media</td>
<td>Regular media monitoring</td>
<td>ICCT</td>
</tr>
<tr>
<td>Output</td>
<td>Indicator</td>
<td>Baseline</td>
<td>Target 2021</td>
<td>Target 2022</td>
<td>Target 2023</td>
<td>Target 2024</td>
<td>Target 2025</td>
<td>Data sources</td>
<td>Data collection</td>
<td>Partner</td>
</tr>
<tr>
<td>--------</td>
<td>-----------</td>
<td>----------</td>
<td>-------------</td>
<td>-------------</td>
<td>-------------</td>
<td>-------------</td>
<td>-------------</td>
<td>--------------</td>
<td>----------------</td>
<td>---------</td>
</tr>
<tr>
<td>Output 2.1: Outreach to policy makers for the adoption of progressive positions; and mobilization of NGO and civil society for amplification of messages and momentum for policy changes on biofuels laws.</td>
<td>- Number of policy-makers who receive/are aware of our research and outreach materials. - Number of NGOs which adopt and replicate our messaging on transport fuels. - Number of policy makers who make supportive statements and include progressive measures in the decision-making process.</td>
<td>- In 2020, around 5 policy-makers are aware of our research and outreach materials - Around 3 NGOs adopt and replicate our messaging on transport fuels - Around 3 policy-makers are proposing progressive measures</td>
<td>- At least 7 policy-makers are aware of our research - At least 5 US and Canadian policy-makers introduce progressive amendments and at least 20 support them.</td>
<td>- At least 10 policy-makers are aware of our research - At least 10 US and Canadian policy-makers introduce progressive amendments and at least 20 support them.</td>
<td>- At least 15 US NGO policy-makers replicate our messages and policy asks in their communication and within their networks. - At least 7 NGOs replicate our messages and policy asks in their communication and within their networks.</td>
<td>- At least 10 NGOs replicate our messages and policy asks in their communicatio and within their networks. - At least 3 NGOs are actively involved in following up the correct implementatio of the policies.</td>
<td>At least 8 policy-makers remain engaged on the topic, by following closely implementation of policies.</td>
<td>NGO position papers and communications; Official positions of policy-makers; email exchanges and communication exchanges</td>
<td>Media and social media monitoring; Monitoring of policy processes; Follow up of meetings and communicati ons with policy makers and NGOs.</td>
<td></td>
</tr>
</tbody>
</table>

**Deliverable 2.1.1: Research and evidence gathering and development of advocacy materials**

<table>
<thead>
<tr>
<th>Deliverable 2.1.1</th>
<th>Number of research reports and papers.</th>
<th>3 reports in 2020</th>
<th>1 report</th>
<th>2 reports</th>
<th>3 reports</th>
<th>4 reports</th>
<th>5 reports</th>
<th>Websites</th>
<th>Monitoring of publications</th>
</tr>
</thead>
</table>

---

8 Similarly to the frameworks above, restriction and lack of support would mean a limitation on the share of biofuels that can count under the targets set in the policy framework.

9 The targets for these deliverables are projected assuming no co-funding is granted to ICCT, unlike in 2020. That explains why the baseline is higher than the yearly targets.
### Deliverable 1.2.3: Presence in media
- Number of appearances in media in the EU and EU Member States:
  - Over 200 mentions/article on media in 2020.
  - 100 mentions/article on media
  - 200 mentions/article on media
  - 300 mentions/article on media
  - 400 mentions/article on media
  - 500 mentions/article on media
- Meetings participants:
- Meeting notes:
- Regular media monitoring
- T&E, RFN

### Indicator data

<table>
<thead>
<tr>
<th>Outcome 2</th>
<th>Indicator</th>
<th>Baseline</th>
<th>Target 2021</th>
<th>Target 2022</th>
<th>Target 2023</th>
<th>Target 2024</th>
<th>Target 2025</th>
<th>Data sources</th>
<th>Data collection</th>
<th>Partner</th>
</tr>
</thead>
<tbody>
<tr>
<td>The share of deforestation-causing biofuels reduces in the US (federal level), California and in Canada; and the share of sustainable advanced fuels increases in the transport energy mix.</td>
<td>The type of fuels promoted and/or restricted under the Renewable Fuel Standard (RFS) and the restriction measures for deforestation biofuels under the Low Carbon Fuel Standard (LCFS). The type of fuels promoted and/or restricted under the Renewable Fuel Standard (RFS) and the restriction measures for deforestation biofuels under the Low Carbon Fuel Standard (LCFS).</td>
<td>Continued growth in food-based biofuel volumes and little contribution from advanced fuels.</td>
<td>The US RFS is reformed with capped or reduced support for deforestation-causing biofuels.</td>
<td>California proposes increase in LCFS crediting or grants for sustainable advanced biofuels only.</td>
<td>RFS reforms are implemented by US Environmental Protection Agency.</td>
<td>Deforestation-causing biofuel consumption stops growing. LCFS is implemented; new advanced biofuel projects are supported by the LCFS.</td>
<td>RFS/US legislative text; EPA data on biofuel volume. California state legislative text; media reports on new biofuel projects.</td>
<td>Monitoring of US and Californian legislative and regulatory proposals; regular media monitoring; national statistics on fuel use; data on national palm oil import.</td>
<td>ICCT</td>
<td></td>
</tr>
<tr>
<td>The presence of restriction measures for deforestation biofuels under the CFS.</td>
<td>The CFS supports deforestation-causing biofuels. The CFS final regulation introduces limits on deforestation-causing biofuels, and/or on palm</td>
<td>The CFS is implemented.</td>
<td>No palm biodiesel consumed in Canada.</td>
<td>No palm biodiesel consumed in Canada.</td>
<td>Canadian government reporting on biofuel volumes.</td>
<td></td>
<td></td>
<td>Monitoring of Canadian regulations and proposals; data on</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

7 The restriction can be based on a limitation of the share of biofuels that can be counted towards the targets. Promotion would be based on, for example, awarding grants for the development and market penetration of these fuels and by providing them policy incentives such as multipliers (i.e. one unit of the energy used can count twice towards the targets) and/or by including and accounting for indirect emissions (together with direct emissions) in the life cycle assessment of the fuels, which would lead to the disqualification of deforestation biofuels due to their high emissions.
<table>
<thead>
<tr>
<th>Deliverable 1.1.3: Meetings with policy-makers at EU and national level</th>
<th>Number of meetings held.</th>
<th>In 2020, we had 20 meetings with policy makers</th>
<th>30 meetings</th>
<th>60 meetings</th>
<th>90 meetings</th>
<th>120 meetings</th>
<th>150 meetings</th>
<th>Meeting notes; attendees</th>
<th>Monitoring of meeting requests; meeting follow-up.</th>
<th>T&amp;E; ICT; RFP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Output 1.2: Mobilisation of NGOs and general public on the sustainability concerns linked to biofuels to create and support momentum for policy changes on biofuels.</td>
<td>Number of NGOs that support and replicate our policy asks to phase-out deforestation biofuels.</td>
<td>In 2020, we met with 5 industry representatives. We supported 4 NGOs, some of them have been supported for some years as part of our annual granting program. Around 330K people saw our social media posts.</td>
<td>- 10 NGOs adopt and replicate our policy asks and bring them to their audiences.</td>
<td>- At least 440K people see our messages on social media.</td>
<td>- At least 5 industry representatives attend our policy events.</td>
<td>- 30 NGOs adopt and replicate our policy asks and bring them to their audiences.</td>
<td>- At least 1.3M people see our messages on social media.</td>
<td>- At least 10 industry representatives attend our policy events.</td>
<td>- 40 NGOs adopt and replicate our policy asks and bring them to their audiences.</td>
<td>- At least 2.2M people see our messages on social media.</td>
</tr>
<tr>
<td>Deliverable 1.2.1: Development of communication materials for dissemination of advocacy material and messages</td>
<td>Number of communication actions such as infographics, social media posts and events.</td>
<td>In 2020 we produced 4 infographics; 4 press releases; 80 social media posts; 3 bulletin articles</td>
<td>3 infographics 2 press releases 1 opinion piece 15 tweets 10 Facebook posts 5 LinkedIn posts 5 Instagram posts 1 policy event</td>
<td>2 short videos/photo-documentary 30 tweets 20 Facebook posts 10 LinkedIn posts 10 Instagram posts</td>
<td>6 infographics 2 press releases 2 opinion piece 45 tweets 30 Facebook posts 15 LinkedIn posts 10 Instagram posts 2 policy event</td>
<td>4 short videos/photo-documentary 60 tweets 40 Facebook posts 20 LinkedIn posts 20 Instagram stories</td>
<td>9 infographics 2 press releases 2 opinion piece 75 tweets 50 Facebook posts 25 LinkedIn posts 25 Instagram stories 3 policy event</td>
<td>Social media; production of materials (in-house; outsourced based on tender)</td>
<td>Media and social media monitoring; participation in events; production of materials.</td>
<td>T&amp;E</td>
</tr>
<tr>
<td>Deliverable 1.2.2: Capacity building and mobilization of the NGO community</td>
<td>Number of grants; Number of coordination and strategy meetings.</td>
<td>In 2020 we provided 6 grants.</td>
<td>6 EU NGO grants 4 EU meetings</td>
<td>12 EU NGO grants 8 EU meetings</td>
<td>18 EU NGO grants 12 EU meetings</td>
<td>24 EU NGO grants 16 EU meetings</td>
<td>30 EU NGO grants 20 EU meetings</td>
<td>Grants signed and projects' KPIs;</td>
<td>Tender processes; reports from sub-grantees;</td>
<td>T&amp;E, RFP</td>
</tr>
</tbody>
</table>