GRANT AGREEMENT  
BETWEEN

THE NORWEGIAN MINISTRY OF FOREIGN AFFAIRS

AND

INSTITUTO CENTRO DE VIDA  
REGARDING

BRA-22/0014, TECHNOLOGY TO PROTECT THE FOREST:  
STRENGTHENING REAL-TIME MONITORING AND  
ENGAGEMENT IN THE BRAZILIAN AMAZON

\*\*\*\*

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](#bookmark31)
2. [OBJECTIVES OF THE PROJECT 3](#bookmark32)
3. [IMPLEMENTATION OF THE PROJECT 4](#bookmark33)
4. [THE GRANT 5](#bookmark34)
5. [DISBURSEMENT 5](#bookmark35)
6. [REPORTING AND OTHER DOCUMENTATION 6](#bookmark36)
7. [AUDIT 7](#bookmark37)
8. [FORMAL MEETINGS 7](#bookmark38)
9. [REVIEWS AND OTHER FOLLOW-UP MEASURES 7](#bookmark39)
10. [PROCUREMENT 7](#bookmark40)
11. [REPAYMENT OF INTEREST AND UNUSED FUNDS 7](#bookmark41)
12. [NOTICES 8](#bookmark42)
13. [SIGNATURES 8](#bookmark43)

PART I: SPECIFIC CONDITIONS

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

1. The Norwegian Ministry of Foreign Affairs (MFA), represented by the Royal Norwegian Embassy in Brasilia (the Embassy), and
2. Instituto Centro de Vida, an NGO duly established in Brazil under registration number CNPJ 26.812.784/0001-46 (the Grant Recipient),

jointly referred to as the Parties.

1. **SCOPE AND BACKGROUND**
   1. The Grant Recipient has submitted an application to MFA dated 30/06/2021 (the Application) regarding financial support to the project titled “Technology to protect the forest: Strengthening real-time monitoring and engagement in the Brazilian Amazon, BRA-22/0014” (the Project). The estimated costs of the Project are indicated in the budget attached as Annex A to this Agreement.
   2. MFA 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 August 2022 to August 2025 (the Support Period).
   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**
   1. The expected results of the Project are as follows:

The Project's expected effects on society are that protection of Indigenous Territories is enhanced, and the impacts of fires and degradation of forests are reduced by filling an urgent gap of human and instrumental resources; and that Indigenous Peoples and Local Communities (IPLCs) and Civil Society Organisations (CSOs) build technical and management capabilities that are used to apply for future grants and manage them successfully, strengthening their participation in institutional consortiums and networks (Impact).

The expected effects for the target groups of the Project are that CSOs are trained in geospatial technologies and applying monitoring protocols to qualify deforestation drivers; disseminate results to relevant stakeholders in private and public sectors to demand effective action to fight deforestation in the Amazon; Community fire brigades are trained in the use of high-resolution images to fight forest fires and prevent forest degradation; IPLCs show' increased capacity to protect their territories through monitoring and surveillance; and ILPCs improve their livelihoods by planning and mapping their territories based on high resolution images (Outcomes).

The planned main products and/or services of the Project are: financial resources granted by the fund to projects that aim to use high-resolution images to demand more effective actions from public agencies; training of CSOs in the use of high resolution imagery carried out to control deforestation and in subnational level advocacy; CSOs produce and disseminate strategic information to key stakeholders in public and private sectors; small grants approved and available to design and implement monitoring protocols to fight forest fires and forest degradation; training workshops addressed to fire brigades; financial resources granted by the fund to projects that aim to use high-resolution images to protect forest and IPLCs territories; training in the use of high-resolution images carried out with IPLCs representatives; CSOs produce and disseminate strategic information, exposing threats to protected areas and IPLC territories; financial resources granted by the fund to projects that aim to use high-resolution images to improve IPLC sustainable forest and land use; training in the use of high-resolution images carried out with IPLCs. (Outputs).

The intended target group is CSOs engaged in sustainable land-use and protection of forests, and associations of IPLCs already using or intending to use geospatial technologies, especially high-resolution images in monitoring protocols to enhance protection or promote a more sustainable land use in their territories.

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

1. **IMPLEMENTATION OF THE PROJECT**
   1. The Project shall be implemented in accordance with the Agreement, including all annexes, and the latest approved Application, including work plan and budget.
   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 practice principles.
   3. The Grant Recipient shall continuously identify, assess and mitigate any relevant risks associated with the implementation of the Project. The risk of potential negative effects of the Project in the following cases (Cross-Cutting Issues) shall always be included in the risk management of the Project:
2. anti-corruption
3. climate and environment,
4. women's rights and gender equality, and
5. human rights (with a particular focus on participation, accountability and nondiscrimination)
   1. Any significant deviations or changes from the Application, budgets and approved work plans are subject to MFA's prior, written approval. The following deviations/changes shall always be subject to MFA's prior written approval:
6. changes to the Project's sources of income,
7. changes to the result framework or scope of the Project, except minor adjustments at the output level which are necessary to achieve agreed outcomes. Future reports must clearly reflect, explain, and justify all changes made,
8. any changes to the Project's annual budget that imply reallocation of more than 10 % of a budget line and exceeds NOK 15 000 (fifteen thousand).

MFA may suspend disbursements of the Grant until requested changes have been approved.

1. **THE GRANT**
   1. The Grant shall amount to maximum NOK 10 783 977 (Norwegian Kroner ten-mil lion-seven- hundred-eighty-three-thousand-nine-hundred-seventy-seven).
   2. Disbursement after the current calendar year is subject to Norwegian Parliamentary' appropriations. Significant reductions in the Parliament’s annual appropriations may lead to a reduction of the Grant for the relevant budget year and/or of the total Grant amount. If the Grant amount is reduced the Parties shall revise the work plan, budget and results framework correspondingly, unless the Grant Recipient secures additional funding from other sources.
   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. The Grant may be used to cover overheads/indirect costs up to a maximum of 5% of MFA’s pro rata share of the incurred direct costs of the Project.
   5. The Grant Recipient is responsible for obtaining any additional resources which may be required to duly implement the Project.
2. **DISBURSEMENT**
3. 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 first disbursement may be made upon signature of the agreement based on the approved Application. The subsequent disbursements shall be made upon MFA’s receipt of written disbursement requests from the Grant Recipient, describing the financial need for the period in question. The first disbursement may include approved Project expenses incurred from the start of the Support Period.
4. 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. The financial need shall be documented through an updated financial report for the Project and a reference to the latest approved work plan and budget.
6. 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.
7. All disbursements are conditional upon the Grant Recipient’s continued compliance with the requirements of the Agreement, including the timely fulfilment of reporting obligations. MFA may withhold disbursements in accordance with article 18 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 last disbursement each year is subject to MFA's approval of the progress report and financial report.
8. The Grant Recipient shall have a separate bank account exclusively for grants from MFA. All disbursements will be made to the following bank account:

Name of the account: INSTITUTO CENTRO DE VIDA

Correspondense Bank: COMMERZBANK AG –

FRANKFURT SWIFT: COBADEFF

Account no.: 400871896700EUR

SWIFT: BCSIBRRS

IBAN no.: BR2101181521008180000606797C1

Name and address of the bank: BANCO COOPERATIVO SICREDI

Swift/BIC code:

Currency of the account: BRAZILIAN REAL

1. 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.
2. **REPORTING** **AND OTHER DOCUMENTATION**
3. The following shall be submitted by the Grant Recipient to MFA:
4. A progress report covering the period from September to August shall be submitted to MFA by 15 October each year. The progress report shall include the content specified in article 2 of the General Conditions.
5. A financial report covering the period from September to August shall be submitted to MFA by 15 October 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 0 of the Specific Conditions.
6. An audit report covering the annual financial statements of the Project shall be submitted to MFA by 15 November. The audit report shall comply with the requirements set out in article 7 of the Specific Conditions and article 5 of the General Conditions. If the auditor submits a management letter (matters for governance attention) this shall be attached to the audit report. The management letter shall list any measures that have been taken as a result of previous Project audits and state whether such results have been adequate to deal with reported shortcomings.
7. An updated work plan and budget covering the period from September to August shall be submitted to MFA by 15 August each year. The work plan and budget shall include the content listed in article 1 of the General Conditions.
8. The annual report and audit report of the Grant Recipient’s entire organisation shall be submitted to MFA for information by February each year. If the auditor submits a management letter (matters for governance attention) this shall be attached to the audit report.
9. A final report for the Support Period shall be submitted to MFA no later than 3 months after the end of the Support Period. The final report shall include the content listed in article 4 of the General Conditions.
10. If the Grant Recipient is unable to meet the deadlines set out above, MFA shall be informed immediately.
11. All work plans, budgets and reports shall be approved in writing by MFA unless otherwise agreed by the Parties.
12. **AUDIT**
    1. The annual financial statements of the Project shall be audited in accordance with International Standards of Auditing (ISA). The Auditor shall comply with ISA 800 (Special Considerations - Audits of Financial Statements Prepared in Accordance with Special Purpose Frameworks) / ISA 805 (Special Considerations audits of single financial statements and specific elements, accounts or items of a financial statement) and all ISAs relevant to the Project audit. Additional requirements applicable to the auditor and the audit report are included in article 5 of the General Conditions.
13. **FORMAL MEETINGS**
    1. The Parties shall hold formal meetings once per year, tentatively in the fourth trimester of the calendar year, in order to discuss i.a. the results achieved by the Project during the Support Period. The meetings shall be called and chaired by the Grant Recipient.
    2. The Grant recipient shall submit a draft agenda to MFA no later than two weeks before the meeting. Unless otherwise agreed, the Parties shall discuss, such as but not limited to, the latest progress report and financial report, and/or the work plan and budget for the upcoming period.
    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 MFA no later than two weeks after the meeting for comments. The agreed minutes shall be endorsed by both Parties.
14. **REVIEWS AND OTHER FOLLOW-UP MEASURES**
15. If the Grant Recipient or another interested party' initiates a review or evaluation of activities wholly or partly funded by the Grant, MFA shall be informed. The Grant Recipient shall forward a copy of the report of any such review or evaluation to MFA without undue delay.
16. **PROCUREMENT**
    1. All procurement under the Project shall be completed in accordance with the Procurement Provisions in Part III of this Agreement.
17. **REPAYMENT OF INTEREST AND UNUSED FUNDS**
    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 MFA as soon as possible and at the latest within 6 months. The repayment shall include any interest which has not been used for Project purposes, and other financial gain accrued on the Grant.
    2. Repayments shall be made to the following bank account:

Banco Rendimento 633 Agencia: 0003

Conta: 445320000-6 EMBAIXADA REAL DA NORUEGA

CNPJ: 03.668.742/0001-88

* 1. The transaction shall be clearly marked: “Unused funds”. The name of the Grant Recipient shall be stated, along with MFA's agreement number(s) and agreement title(s).

1. **NOTICES**
   1. All communication to MFA concerning the Agreement shall be directed to the Embassy at the following address/e-mail address: [emb.brasilia@mfa](mailto:emb.brasilia@mfa).
   2. All communication to the Grant Recipient concerning the Agreement shall be directed to [specify] at the following address/e-mail address: [katv@icv.org.br](mailto:katv@icv.org.br); [financeiro@icv.org.br](mailto:financeiro@icv.org.br) .
   3. MFA's agreement number and agreement title shall be stated in all correspondence regarding this Agreement, including disbursement requests and repayment of unused funds.
2. **SIGNATURES**
   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.
   2. This Agreement in the English language has been signed by both Parties. In the event of any discrepancies between this English language version and any later translations, the English language version shall prevail.

|  |  |
| --- | --- |
| Place:[Ilegivel]  Date: 30/8/22 |  |
| [Consta assinatura] | [Consta assinatura] |
| for the Norwegian Ministry of Foreign Affairs, Annette Bull Deputy Flead of Mission Royal Norwegian Embassy in Brasilia | for Institute Centro de Vida], Alice Marie Anne Thuault Executive Director |

Attachments:

Annex A: Approved budget for the Project

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Costs (NOK) | 2022 | 2023 | 2024 | Period total |
| **Salary and personnel costs** | **NOK 1,073,741** | **NOK 1,148,903** | **NOK 1,165,051** | **NOK 3,387,695** |
| Finacial Director - Katy Knapp | NOK 71,278 | NOK 38,639 | NOK 35,631 | NOK 145,547 |
| Project Coordinator - Ana Paula Gouveia Valdiones | NOK 227,615 | NOK 152,902 | NOK 178,151 | NOK 558,669 |
| Communication coordinator - Rodrigo Alessandro Vargas | NOK 51,689 | NOK 51,689 | NOK 51,689 | NOK 155,067 |
| GIS Coordinator - Vinicius Silgueiro | NOK 72,782 | NOK 54,585 | NOK 54,587 | NOK 181,954 |
| Technician I - Paloma Paz Pressato | NOK 29,648 | NOK 25,789 | NOK 17,789 | NOK 73,225 |
| Analyst III - Rodrigo Marcelino | NOK 50,838 | NOK 35,303 | NOK 35,303 | NOK 121,444 |
| Communication Analyst - Ana Flavia | NOK 34,663 | NOK 23,790 | NOK 20,798 | NOK 79,250 |
| Project Assistant I - Robson de Oliveira Cardoso | NOK 23,124 | NOK 20,343 | NOK 20,811 | NOK 64,278 |
| Controller - Kelly Cristina da Silva Pereira | NOK 29,529 | NOK 22,147 | NOK 26,576 | NOK 78,253 |
| GIS Technician I - To be hired | NOK 107,860 | NOK 161,790 | NOK 161,790 | NOK 431,439 |
| Project Assistant I - To be hired | NOK 115,619 | NOK 173,429 | NOK 173,429 | NOK 462,477 |
| Analyst I - To be hired | NOK 140,504 | NOK 210,611 | NOK 210,611 | NOK 561,725 |
| Technician I - To be hired | NOK 118,591 | NOK 177,887 | NOK 177,887 | NOK 474,366 |
| **External consultant** | **86,207** | **86,207** | **86,207** | **258,621** |
| **T ravel costs** | **137,931** | **137,931** | **137,931** | **413,793** |
| **Other costs (equipaments; publications)** | **17,241** | **25,862** | **25,862** | **68,966** |
| **Fund for small grants** | **1,724,138** | **2,586,207** | **1,724,138** | **6,034,483** |
| **Audits** | **32,759** | **41,379** | **32,759** | **106,897** |
| **Indirect costs (5%)** | **153,601** | **201,324** | **158,597** | **513,523** |
| **Subtotal** | **3,225,618** | **4,227,814** | **3,330,545** | **10,783,977** |

Annex B: Results Framework

Table 4. Results Framework

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Results level** | **Indicators** | **Baseline**  **Year 0** | **Target Year 1** | **Target Year 2** | **Target Year 3** | **Data sources** | **Methodology for data collection** | **Comments, ncl. responsibility** |
| **NICFI Outcomes:**   1. **Approved and implemented policies for sustainable forest and land use in tropical forest countries and jurisdictions;** 2. **Increased transparency in land management, land use, value chains and financing;** 3. **Reduced forest crime;** 4. **Improved rights and livelihoods for indigenous peoples and local communities in tropical forest countries.** | | | | | | | | |
| PROJECT OUTCOME 1  CSOs trained in geospatial technologies and applying monitoring protocols to qualify deforestation drivers; disseminate results to relevant stakeholders in private and public sectors to demand effective action to fight deforestation in the Amazon. | At least 4 projects (one in each targeted state) supported by the fund  Law enforcement operations against illegal deforestation in the 4 key states | 0  Information is not monitored for AM. RO and PA. MT issued 2,062 infraction notices in 2020, and embargoed 2,920 km2. | 2  +10% increase in the number of law enforcement operations | 3  +10% increase in the number of law enforcement operations | 4  +10% increase in the number of law enforcement operations | ICV  Public Prosecutors Office and State Secretariats for the Environment | Number of approved projects  Request information, Download from websites | ICV |
| PROJECT OUTPUT 1.1  Financial resources granted by the fund to projects that aim to use high-resolution images to demand more effective actions from public agencies. | At least 1.5 million NOK donated to local and national CSOs by the fund of small grants | 0 | 600,000  NOK | 600,000  NOK | 300,000  NOK | ICV | Financial resources destined to support CSOs | ICV |
| PROJECT OUTPUT 1.2  Training CSOs in the use of high- resolution imagery carried out to control deforestation and in sub- national level advocacy | At least 3 training workshops to CSOs with grants approved. | 0 | 1 | 1 | 1 | ICV | Number of training workshops. | ICV |
| PROJECT OUTPUT 1.3 CSOs produce and disseminate strategic information to key stakeholders in public and private sectors | At least 4 publications | Information is not monitored | 2 | 3 | 4 | ICV with  CSOs  supported by the small grant Fund | Number of publications | ICV with CSOs supported by the small grant Fund |
| PROJECT OUTCOME 2:  Community fire brigades trained in the use of high-resolution images to fight forest fires and prevent forest degradation. | At least 3 small grants approved with focus on fighting forest fires and preventing forest degradation.  Reduce forest degradation by forest fires where fire brigades with approved grants operate | 0  Pending a map with the spatial distribution of fire brigades that will be supported by the fund | 1  10%  reduction in area compared to 2020 | 1  20%  reduction in area compared to 2020 | 1  30%  reduction in area compared to 2020 | ICV  Global Fire Emissions Database | Number of small grants approved  Area affected by fire related to the area of the brigade supported by the fund | ICV  ICV |
| PROJECT OUTPUT 2.1 Small grants approved and available to design and implement monitoring protocols to fight forest fires and forest degradation | At least 400 thousand NOK donated to support the brigades by the fund of small grants | 0 | 150,000  NOK | 150,000  NOK | 100,000  NOK | ICV | Financial resources destined to  support the brigades | ICV |
| PROJECT OUTPUT 2.2. Training workshops addressed to fire brigades | At least 3 training workshops offered to community's brigades with approved grants | 0 | 1 | 1 | 1 | ICV | Number of training workshops | ICV |
| PROJECT OUTCOME 3: IPLCs showing increased capacity to protect their territories through monitoring and surveillance | At least 8 grants supported by the fund aiming to enhance protection in IPLC's territories using high resolution images  Reduce threats to IPLC territories (deforestation, illegal logging, forest fires, etc.) | 0  Pending an inventory of threats in IPLC territories supported by the fund | 3  Reduction of at least 20% of the main threats that the  monitoring protocols aims to address. | 3  Reduction of at least 30% of the main threats that the  monitoring protocols aims to address. | 2  Reduction of at least 40% of the main threats that the  monitoring protocols aims to address | ICV  Deforestation: Prodes/lnpe Forest fires: Global Fire Emissions Database Illegal logging: ICV annual mapping of illegal logging | Number of approved projects  Compare rates of deforestation, fires and illegal logging with previous years for territories supported by the fund | ICV |
| PROJECT OUTPUT 3 1 Financial resources granted by the fund to projects that aim to use high- resolution images to protect forest and IPLCs territories | At least 2,5 million NOK donated to protect IPLCs terntories by the fund of small grants | 0 | 1,000,000  NOK | 1,000,000  NOK | 500,000  NOK | ICV | Financial resources available to fire brigades | ICV |
| PROJECT OUTPUT 3.2. Training in the use of high-resolution images earned out with IPLCs representatives | At least 8 training workshops to IPLCs with grants approved | 0 | 3 | 3 | 2 | ICV | Number of trainings workshops | ICV |
| PROJECT OUTPUT 3.3 CSOs produce and disseminate strategic information, exposing threats to protected areas and IPLC territories | At least 3 publications | Information is not monitored | 1 | 1 | 1 | ICV with IPLCs supported by fund of small grants | Number of publications | ICV with IPLCs supported by the small grant Fund |
| PROJECT OUTCOME 4: ILPCs improved their livelihoods by planning and mapping their territories based on high resolution images | At least 4 small grants supported by the fund with the aim of using high resolution images to improve IPLC livelihoods  Territory management tools implemented | 0  Information is not monitored | 1  1 | 2  2 | 1  1 | ICV  ICV with IPLCs leaders | Number of approved projects  Number of new management tools implemented | ICV  ICV with IPLCs leaders |
| PROJECT OUTPUT 4 1 Financial resources granted by the fund to projects that aim to use high- resolution images to Improve IPLC sustainable forest and land use | At least 600 thousand NOK donated to improve IPLC sustainable forest and land use | 0 | 150,000  NOK | 300,000  NOK | 150,000  NOK | ICV | Financial resources destined to support the brigades | ICV |
| PROJECT OUTPUT 4.2 Training in the use of high-resolution images earned out with IPLCs | At least 4 training workshops to IPLCs with approved small grants | 0 | 1 | 2 | 1 | ICV | Number of trainings carried out | ICV |