

August 04, 2018

AlfredoGontijo de Oliveira
President
Fundação de Desenvolvimento da Pesquisa (FUNDEP)
Avenida Antônio Carlos, 6627
Belo Horizonte, Minas Gerais 31270-901
Brazil

Re: Grant Number G-1801-55693

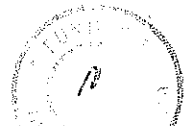
Dear Alfredo,

The Climate and Land Use Alliance (“CLUA”) is pleased to inform you that Fundação de Desenvolvimento da Pesquisa (FUNDEP) (“the Grantee”) has been awarded a grant in the amount of \$199,800 for the period from July 01, 2018 through June 30, 2019.

By signing this grant agreement, the Grantee agrees to the following terms and conditions regarding this grant:

- 1) **Grant Purpose:** The purpose of the grant is to advance implementation of Brazil’s NDC by conducting research on achieving beef intensification with the least socioeconomic impacts and lowest GHG emissions as described in your proposal submitted July 17, 2018. Your proposal is an integral part of this grant agreement, and it is agreed that all grant funds will be used exclusively for the purposes detailed in your proposal.
- 2) **Payment:**
 - a. **Payment Disbursements:** Upon receipt of the countersigned original of this agreement, CLUA will pay the grant as follows:

Date (approx.)	Amount	Contingency
August 24, 2018	\$199,800	Signed award letter returned to CLUA

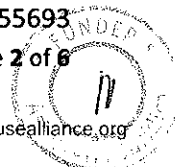


- b. Wire Transfers: Grant funds will be paid by CLUA in US Dollars via wire transfer. The Grantee will provide CLUA with funding instructions from its financial institution using the wire transfer form provided. Bank fees associated with the wire transfer incurred by the Grantee are the responsibility of the Grantee. These costs should be covered by the Grantee's overhead budget.
- 3) Use of Grant Funds: Under United States tax laws and by the terms of this agreement, all grant funds must be expended solely for charitable, scientific, literary, or educational purposes as described in Section 170(c)(2)(B) of the Internal Revenue Code. This grant is made solely for the purposes stated in this letter, and the grant funds, as well as any income earned upon them, may not be expended for any other purpose. Any funds (including income earned on grant funds) not expended or committed for the purposes of the grant shall be returned to CLUA.
- a. Anti-Terrorist Financing: The Grantee further ensures that grant funds under this award will be used in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules, and executive orders. The Grantee also agrees to take all reasonable precautions to ensure that any person or group expected to receive money from the Grantee will neither make any payment nor provide any material support to any person on any United States government list of suspected terrorists (such as the list of Specially Designated Nationals maintained by the U.S. Treasury Department's Office of Foreign Assets Control) or to any organization having one or more directors or key personnel included on any such list.
- b. Prohibitions:
- i. Lobbying: This agreement specifically prohibits use of the grant funds for any of the following purposes with respect to either the United States or any foreign country: 1) lobbying -- that is, any attempt to influence any legislation as defined for purposes of Section 4911 of the Internal Revenue Code of the United States; 2) carrying on, directly or indirectly, any voter registration drive; or 3) intervening in any election for public office on behalf of, or in opposition to, any candidate. The Grantee understands that it is the Grantee's obligation, independent of CLUA, to determine if it has any registration or reporting requirements under any applicable lobbying, gift, ethics, or other laws related to the use of these funds.
- ii. Travel to/from the United States: The Grantee agrees that none of the funds from this grant may be used for travel to or from the United States or for activities conducted in the United States.
- iii. Capital Expenses: The Grantee is prohibited from expending funds from this grant on equipment with a total value equal to \$5,000 or more.

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- c. Treatment of Interest: Any interest earned on the grant funds by the Grantee from the investment of such funds should be used by the Grantee to cover project-related activities supporting the purpose of the grant as described above and in your proposal.

4) Reporting:

- a. Expenditure responsibility: CLUA expects the grantee to comply with expenditure responsibility rules and reporting requirements under the United States Internal Revenue Code.
- b. Narrative report: The Grantee agrees to provide a narrative report, using the provided template, which discusses compliance with the terms of the grant and accomplishments achieved by the expenditure of the grant funds.
- c. Financial report: The Grantee agrees to provide a full and complete financial report showing specifically how grant funds and the interest earned on them were spent.
- d. Reporting Schedule:

Type of Report	Date Due
Interim	January 31, 2019
Final	July 31, 2019

- e. Certification: All financial reports submitted to CLUA must be certified as reviewed and approved by the Grantee's CFO (or the person acting in that capacity).

- 5) Site Visits: The Grantee agrees to allow CLUA staff to conduct site visits at reasonable times upon request.

- 6) Notifications: The Grantee shall notify CLUA of any material organizational changes during the term of the grant, including, but not limited to, changes in key personnel or changes in tax status within 30 days. CLUA reserves the right to terminate the grant if any of the key personnel leave the project during the term of the grant.

- 7) Grant Modifications: The Grantee agrees to request changes to the grant term and/or budget in writing.

- a. Grant end date: Written requests for no-cost extensions must be received 30 days before the end date of the grant.
- b. Budget modifications: The Grantee must receive written approval from CLUA before making expenditures that result in 1) an increase or decrease any expense category subtotal by more than 20 percent or 2) a change in the amount of indirect costs. Changes to the budget that result in an expenditure for anything other than the Grant Purpose are not permitted.

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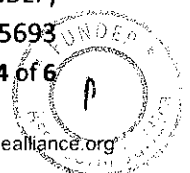
- 8) Maintenance of Financial Records: During the period in which any portion of the grant funds remain unexpended, those funds should be shown separately on the Grantee's books for ease of reference and verification, and the funds must be continuously maintained (during the period in which any of the grant funds remain unexpended) in a separate fund dedicated to charitable purposes. The Grantee agrees to keep written records of receipts and expenditures under the grant adequate to enable the use of the grant funds to be checked readily, as well as copies of reports submitted to CLUA, for at least four (4) years after completion of the use of the grant funds. The records must be made available to CLUA for inspection at reasonable times.
- 9) Subgrants and Contracts: If included in the budget, the Grantee is authorized to select subgrantees and contractors to achieve the Grant Purpose. The Grantee confirms that CLUA has not required either in writing or orally that Grant funds must be used for any specific subgrantee or contractor. The Grantee is responsible for ensuring that all subgrantees and contractors use grant funds solely in a manner that is consistent with this Grant Agreement.
- 10) Re-granting: This agreement specifically prohibits use of the grant funds for
- a. making grants to other organizations (except U.S. public charities described in Sections 501(c)(3) and 509(a)(1), (2), (3)(B)(i) or (3)(B)(ii) of the Internal Revenue Code) unless the Grantee receives the prior written approval of CLUA and complies with applicable United States tax law with regard to such grants (by, for example, requiring the subgrantees to execute an agreement identical to this agreement before receiving any funds); or
 - b. making grants to individuals for travel, study, research, or similar purposes unless the Grantee receives prior written approval from CLUA and complies with Section 4945(g) of the Internal Revenue Code as if the grant were made by CLUA. This does not preclude paying for travel expenses for work performed for the grantee as part of this project.
- 11) Compliance with Laws: The Grantee agrees to comply with all laws and regulations applicable to any of its activities associated with this Grant.
- 12) Anti-corruption: The Grantee hereby undertakes that itself, its directors, officers, employees, agents or subcontractors, in any way connected with the social project object of this agreement, have not offered, promised or given any undue pecuniary or other advantage of any kind (or implied that they will or might do any such thing at any time in the future) that may imply in practice prohibited by Brazilian Federal Law 12.846/2013 (Anticorruption Law). The Grantee also hereby undertakes that it will take all reasonable measures to prevent its staff, subcontractors, agents or any other third parties, subject to its control or determining influence, from doing so throughout the course of this agreement.

If CLUA, as a result of the exercise of its contractually-provided oversight right of the Grantee's activities and financial reports, or otherwise, brings evidence that the Grantee has been engaging

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in material or several repeated breaches of the provisions of Anticorruption Law, it will suspend any further transference of funds and it will notify the Grantee to provide additional information about the nature of the suspected evidence. If the Grantee fails to provide satisfactory evidence in due time, CLUA will terminate the agreement at once, ask for full reimbursement of the funds already transferred and take all the necessary measures to make sure that it has put into place adequate anticorruption preventive measures for the purposes of Anticorruption law.

13) Publicity and Acknowledgements: CLUA may include basic information about this Grant (such as the name of the organization, the grant amount, and a brief description of its purpose) in its tax return, periodic public reports, and on its website. The Grantee may only acknowledge support for the grant activities associated with the Grant Purpose and may not imply that CLUA endorses or supports all of the Grantee's activities or initiatives. Subgrantees or contractors that receive funding through this grant may not use the CLUA name and logo in any way that creates an impression of direct support from CLUA.

- a. Publications: Any acknowledgement of this grant in the Grantee's publications should appear in a list of supporters or general acknowledgements section. The Grantee must state that CLUA does not necessarily share the positions expressed in the Grantee's publication.
- b. Events: CLUA's name may appear in an acknowledgements section in order to identify CLUA as a supporter, as long as CLUA is not made to appear as a co-host or co-organizer of the event.
- c. Online: CLUA's name and logo may not be used on the Grantee's website.
- d. Press releases: Grantees must obtain written permission from CLUA before referencing CLUA in a press release. Please direct requests to use the CLUA name in press releases to communications@climateandlandusealliance.org.
- e. Logo: All grantees must receive written permission from CLUA prior to using the CLUA logo in any way, including your publications, press releases or other communications materials. Please direct requests to use the CLUA logo to communications@climateandlandusealliance.org.

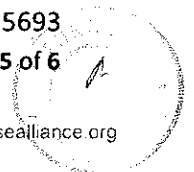
14) Information and Data Sharing: CLUA is a philanthropic collaborative whose members coordinate their relevant grantmaking under an integrated strategy. The Grantee agrees to allow information regarding this grant, including proposals, reports, and other communications, to be shared with CLUA members on an as-needed basis. A current list of CLUA philanthropies will be provided to the Grantee upon request.

15) Intellectual Property: Any intellectual property that the Grantee and any of its agents, employees, or contractors creates by the performance of this Grant Agreement shall be the property of the Grantee and/or its employees or contractors as per the policy of the Grantee.

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- 16) Remedies: If CLUA determines that the Grantee has failed to or is unable to carry out any provision of this grant agreement, including but not limited to making reasonable progress towards the achievement of the Grant Purpose or reporting on how it spends the grant funds and income arising from them, CLUA may elect to withhold further grant payments under this or any other grant agreement, and CLUA may demand in writing return of all or part of any grant funds not properly spent or committed to third parties, which the Grantee will immediately repay to CLUA. Prior to terminating or curtailing the grant, the CLUA will give the Grantee thirty (30) days' advance written notice to respond to and resolve the issues, but the determination to continue, curtail, or terminate the grant will remain at CLUA's discretion.
- 17) No Promise of Future Funding: It is expressly understood that by making this grant CLUA has no obligation to provide additional funding to the Grantee to support this project or for any other purpose. Any changes, additions, or modifications to this agreement must be made in writing and must be jointly approved by CLUA and the Grantee.
- 18) Entire Agreement, Severability: This is the entire agreement between the Grantee and CLUA concerning this grant, and may be modified or waived only by a written agreement between the Grantee and CLUA. The Grantee acknowledges that it is not relying on any representation of CLUA, except as set forth in this agreement, and that this agreement supersedes any prior verbal or written representations.

Your acceptance of this agreement and the terms and conditions above should be indicated below by your signature. Please return one executed original of this letter to CLUA via email to grants@climateandlandusealliance.org, and keep a copy for your files.

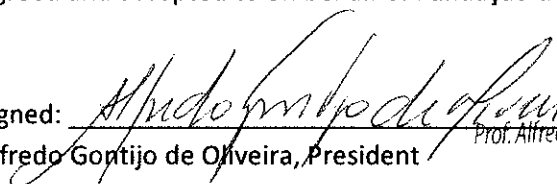
On behalf of CLUA, may I extend my best wishes for the success of your organization's endeavors.

Best regards,



Charlie McElwee
VP Programs
ClimateWorks Foundation

Agreed and accepted to on behalf of Fundação de Desenvolvimento da Pesquisa (FUNDEP):

Signed:  Date: 15/08/18
Alfredo Gontijo de Oliveira, Presidente
Prof. Alfredo Gontijo de Oliveira
Presidente
Fundação de Desenvolvimento da Pesquisa

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