
World Economic Forum

**TERMS OF REFERENCE FOR
FEASIBILITY STUDY ON
SUSTAINABLE LANDSCAPE
AND/OR JURISDICTIONAL
APPROACH IN THE CHACO
REGION OF ARGENTINA**



[About the World Economic Forum and the Tropical Forest Alliance](#)

The World Economic Forum is the International Organization for Public-Private Cooperation. The Forum engages the foremost political, business and other leaders of society to shape global, regional and industry agendas. It was established in 1971 as a not-for-profit foundation and is headquartered in Geneva, Switzerland. It is independent, impartial and not tied to any special interests. The Forum strives in all its efforts to demonstrate entrepreneurship in the global public interest while upholding the highest standards of governance. Moral and intellectual integrity is at the heart of everything it does.

Our activities are shaped by a unique institutional culture founded on the stakeholder theory, which asserts that an organization is accountable to all parts of society. The institution carefully blends and balances the best of many kinds of organizations, from both the public and private sectors, international organizations and academic institutions.

The Tropical Forest Alliance (TFA) is a global multi-stakeholder platform focused on reducing commodity driven deforestation. Hosted by the World Economic Forum, the TFA works with over 160 public, private and civil society actors to catalyze high-impact partnerships to address the inherent tensions that exist to grow production while protecting the forests - public and private, producer and market, global and local, people and the forest frontier. The TFA operates regional platforms in Latin America, West and Central Africa, China and Southeast Asia. It is supported by the Governments of the Netherlands, Norway, Germany and the UK and the USA, as well as The Nature Conservancy, Partnerships for Forests, the Gordon and Betty Moore Foundation and the Cargill Foundation.

[Background](#)

The Chaco biome is recognized as an important beef and soy producing region with all the related environmental impacts. International actors perceive greater resistance among farmers, less advanced data and monitoring capabilities by local and federal governments, and lack of compelling commitment by governments in Argentina and Paraguay toward forest protection. While TFA has made important inroads over the last 12 months, local stakeholders have not yet internalized that international companies and financial institutions are focused on deforestation and conversion-free (DCF) commodity sourcing and finance, either voluntarily or because they expect their regulators will compel them.

Within this context TFA Gran Chaco Program aims to reinforce the sectorial work by driving collective action agendas for the development of enabling conditions and appropriate mechanisms in specific regions of the Gran Chaco, that can drive positive change in the territory. An understanding of the local context, actors involved and their interests in developing instruments, actions and interventions that favor sustainable and improved agricultural practices, as well as other socio-economic conditions, is key for a solid territorial planning and performance, where forest and other natural ecosystem protection is considered strategic for the health of productive sectors and social stability.

Understanding the economic, social and legal context, agricultural sector dynamics, opportunities and needs of a particular region and evaluating the possibilities of developing these mechanisms will allow not only to value the region but also to make visible that the interventions must be adapted to each reality to make the process more efficient and obtain the desired results.

Objectives

The purpose of this Terms of Reference (TOR) is to solicit proposals from suppliers with the aim to analyze the current context and dynamics in a particular landscape of the Salta province in Argentina to assess the potential of implementing a Landscape Management program oriented to beef and/or soy production and commercialization. This process will result in the selection of one supplier, who will be invited to enter a contracting phase for a specific and detailed scope of work, starting by the definition of the specific geographic scope of the analysis based on the definition of criteria.

Deliverables

Develop a feasibility study on sustainable landscape and/or jurisdictional approach in the Chaco region of Argentina which should include:

- A rationale of the selected area (landscape or jurisdiction) based on opportunities to improve current state of production of beef and/or soy, based on the definition of prioritization criteria that justifies this selection.
- An analysis of the three sustainability components (social, environmental and economic/productive), the political conditions and the importance of the region regarding the environmental and social pillar, as well as potential monetization of its resources through a collective action agenda.
- The potential of a landscape governance/program analyzed through a description of different stakeholders present in the region, their characteristics, activities and interests.
- Opportunities and barriers for the implementation of jurisdictional or landscape approach including financial resources needed.
- Finally, the document must be shared and socialized with local organizations and actors for their evaluation and next steps.

Requirements

- The supplier must have a proven track record of performing technical studies at landscape level oriented to sustainability on commodity production such as beef and soy.
- The service provider must have strong experience working with diverse stakeholder groups, specifically in the Chaco region of Argentina
- The supplier must have experience in tropical deforestation issues, commodity supply chains, and deep knowledge of the relevant dynamics in the Chaco region.
- The supplier must have experience working with remote tools such as GIS to scan and properly analyze territory included in the project.
- The vendor must be able to communicate and develop the study in both, English and Spanish, languages.

Instructions

Proposals must be sent to TFAprocurement@weforum.org by **21 November 2022** and should consist of proposed methodology, and one-page document outlining qualifications for this specific role. Proposals should be for a fixed price for the entire work, including all expenses and taxes, in US Dollars. Contract start date is expected to **1 December 2022** and completion of all work by **30 May 2023**.

Please note that any services requiring access to personal data will need to adhere to the EU's [General Data Protection Regulation \(GDPR\)](#).

The Intellectual Property Rights clause to be included in the consulting agreement is as follows:

1.1 Except as expressly stated in the Agreement, nothing contained herein shall be construed as the Forum granting the Service Provider, either expressly or implied, any right, interest, or license in or

to any of the Forum IP. The Service Provider expressly agrees that the applicable Forum Entity shall be, at all time, the sole and exclusive owner of all right and title in and to all Forum IP.

1.2 Unless otherwise explicitly agreed in the Agreement, all Results shall be, at all times, the sole and exclusive property of the Forum. The Service Provider shall transfer, and hereby transfers, all such Results (in whatever form held) to the Forum free of charge. Specifically, all Results shall be deemed work-made-for-hire and the exclusive property of the Forum.

1.3 The Parties agree that, unless otherwise explicitly agreed in the Agreement, all Service Provider Pre-Existing Material shall be and remain the sole property of the Service Provider. As to any Service Provider Pre-Existing Material, the Service Provider shall grant and hereby grants to the Forum Entities (as well as the Forum members, partners and/or constituents, as the case may be) a worldwide, perpetual, non-exclusive, royalty-free license to use, copy, modify, distribute, display, broadcast and create derivative works of such Service Provider Pre-Existing Material, including the right to have third parties do any of the foregoing, to the extent required for the Forum Entities' use of the Results, Services and/or Deliverables.

1.4 The Service Provider warrants that the Results do not and shall not violate the intellectual property rights of any third party.

1.5 The Service Provider shall defend, indemnify and hold harmless the Forum Indemnified Parties against third party claims that any Results infringe or violate such third party's intellectual property rights. The Forum shall promptly notify the Service Provider of any claims by third parties received by the Forum Indemnified Parties that any Results infringe such third party's intellectual property rights. The Service Provider shall provide all reasonable cooperation or participate in or take over the court proceedings where possible under applicable law (at Service Provider's expense), and shall otherwise provide full authority to the Forum to defend or settle the claim or suit. All costs and risks associated with any legal action under this Section 10.5 shall be the sole and exclusive liability of the Service Provider. The Service Provider shall reimburse the Forum Indemnified Parties for any expenses associated with any Forum Indemnified Party's participation in any action and or settlement discussions, including without limitation, court costs and reasonable attorneys' fees.

1.6 Further, if an action is filed on account of violation of intellectual property rights with respect to Results or if any such item is deemed to violate third party intellectual property rights, the Service Provider, at its own expense, shall have the option to either replace any item which is deemed to infringe third party intellectual property rights with an equivalent item or obtain the third party's consent for the Forum Entities (as well as the Forum members, partners and/or constituents, as the case may be) to continue to use the item in dispute. If neither option is possible or available, the Service Provider shall be liable for all damages to third parties as well as the costs incurred by any Forum Indemnified Party to obtain an equivalent replacement item on its own.