TERMS OF REFERENCE FOR EXCHANGE OF MONITORING AND TRACEABILITY METHODOLOGIES IN THE AMAZON ORIGIN COCOA VALUE CHAIN
**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, as well as the Gordon and Betty Moore Foundation and the Cargill Foundation.

**Background**

In Latin America, TFA aims to support the implementation of private-sector commitments to remove deforestation from the supply chains of agricultural commodities such as palm oil, beef, cocoa, dairy, soy, and coffee. It has grown its partnerships throughout the years and continues to onboard key actors committed to tackling deforestation to build a forest positive future.

The TFA Latin America Commodity Dialogues are currently underway and are aimed at building and sharing collective solutions that can lead to more sustainable outcomes and better business practices in the cocoa, beef, and soy value chains. The Cocoa Dialogues planned for 2021 are co-convened by TFA partners in the region, including Cacao, Bosque y Paz (Colombia), Cacao, Forests and Diversity (Peru) and Cocoa Action (Brazil) with the aim to design and launch a Cocoa Amazon Origin Initiative. This initiative is supported by USAID under the U.S. Department of Agriculture and U.S. Forest Service International Programs. It will promote a shared vision for Amazon origin sustainable cocoa and collectively ensure that the necessary information, conditions, and actors are mobilized and prepared to implement an Amazon Origin Sustainable Cocoa Agreement.

The Cocoa Amazon Origin Initiative is rooted in the shared work of three countries (Brazil, Colombia, and Peru) with the shared goal to generate a competitive supply for Amazon origin sustainable cocoa and consolidate its market access. Growing awareness of the agricultural industry’s environmental impacts and an increasing demand for full-chain transparency has raised the stakes, and by learning from each country’s experience in traceability and monitoring methodologies, Amazon Origin cocoa can be a strong example of a new pathway for transparency in the value chain.
Objectives

The purpose of this work is to promote knowledge exchange of traceability and monitoring methodologies between the leading countries in the Cocoa production chain: Brazil, Colombia, Ecuador, and Peru. The chosen vendor will develop and facilitate meetings to gather key input from all four countries and will provide a final report with key findings that will be used to develop a book with findings and strategies that may be used to base investments through Amazon Cocoa production.

Activities

- Coordinate the gathering of information from key stakeholders per country (Brazil, Colombia, Peru, and Ecuador) to provide inputs for an event focused on Monitoring. The vendor is expected to conduct at least one meeting per country. The targeted stakeholders will be further defined in coordination with TFA LATAM team.
- Coordinate, convene, facilitate, and develop a hybrid event (simultaneously online and in-person session) in January 2022, to discuss monitoring and traceability methodologies in the Amazon origin cocoa value chain. The event must provide simultaneous translation in Spanish/English languages.
- Provide a summary report of the event with remarks and list of attendees in Spanish and English languages.
- Produce a final report with pre- and post-event key findings, lessons learned, recommendations and further needs.

Requirements

- Demonstrated knowledge of the cocoa value chain in Latin America
- Extensive contact network of key actors in the cocoa value chain in the four countries
- Proven experience in developing and facilitating large events
- Excellent written and verbal communications in English and Spanish
- Experience working in environment and climate issues
- Strong team player who can build relationships and work collaboratively across the organization and with partners
- Ability to work in a fast paced, dynamic, and flexible organizational structure

Please note that any services requiring processing of personal data will need to comply with the EU’s General Data Protection Regulation (GDPR) requirements.

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.

Instructions

Proposals must be sent to TFA@weforum.org by 17:00 CET on December 3rd, 2021 and should consist of a CV for each person working on the proposed consultancy, and a one-page document outlining qualifications for this specific role, including expected remuneration.

Proposals should be for a fixed price for the entire work, including all expenses and taxes, in US Dollar (USD).

Expected start date: December 8th, 2021.

Expected completion date of all deliverables is January 30th, 2022.

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