TERMS OF REFERENCE FOR
THE DEVELOPMENT OF A
COMPARATIVE ANALYSIS ON
CATTLE RELATED STUDIES
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

The recent increase of the beef trade between Brazil and China is calling for a reflection towards the sustainability of the system. The aspects of the demand characteristics in China and the supply changes in Brazil involve several stakeholders in the process. Both countries are promoting studies and engagement from each side. To identify baselines of actions and more focused initiatives, it is necessary to go deep in the analysis of the convergences and bottlenecks to advance in a forest positive theory of change agenda.

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

The TFA Latin America Commodity Dialogues are taking place since 2020, aiming at building and sharing collective solutions that can lead to more sustainable outcomes and better business in the cocoa, beef, and soy value chains. The Beef Dialogues convened public and private Brazilian and Chinese actors to discuss the opportunities and challenges for Brazil-China collaboration towards a more sustainable beef trade relation. The key shared finding was the connection of two important agendas: free deforestation and food system to guarantee that sustainability, productivity, and food security could be built in one pathway. The Beef Dialogues held, and research commissioned so far mapped key initiatives that were compiled in a coherent and aligned frame (the Beef Public Private Roadmap) that is being implemented collectively by key stakeholders involved in the supply chain, and will serve as a guidance for the continuity of the Dialogues in the next years:
Objectives

The purpose of the work is to develop a comparative analysis to identify gaps, main differences, and the common elements between the China Meat Association (CMA) recently launched “Specifications for Meat Industry Green Trade” against Selo Verde Platform (Pará), Accountability Framework Initiative (AFI), Sustainable Beef Roundtable (Brazil – GTPS, in Portuguese), Climate Policy Initiative (CPI) and Conduct Adjustment Agreements (TAC, in Portuguese). The analysis must especially enlighten what CMA standards represent to Brazilian cattle producers at the jurisdictional and federal level, in terms of opportunities and threats to Brazil-China exports, elucidating whether the potential implementation of these standards poses a risk of segregation among producers who may or may not meet the standards. The result will be embedded in the Beef Public Private Roadmap to consequently support governments, associations, and companies for an aligned action in positioning a non-deforesting agenda.

Deliverables

The consultant will deliver a full report of the analysis, comprising:

- a. Comparative analysis between CMA specifications against Selo Verde, Accountability Framework Initiative, GTPS, CPI and TAC.
- b. From the comparative analysis, highlight which are the common specifications that the CMA shares and what seem to be an important deviation.
- c. Analysis of what the specifications mean for Brazilian cattle producers in terms of measures and investment needed.
- d. Analysis of the CMA specifications against the results of the technification study results.
- e. Highlight incentives (policy, subsidies, finance mechanisms) that could be potentially used by demand/supply actors.
- f. At the jurisdictional level, identify the gaps and common elements between CMA standards and jurisdictional norms and regulations.
- g. Based on jurisdictional data and technification study results, run a comparison between CMA Standards and slaughterhouses (e.g., Marfrig and JBS) practices to determine gaps and costs of implementation.

The report must include an executive summary in Portuguese and English languages.

Requirements

- The vendor must have knowledge and solid experience related to Brazilian cattle sector, meat export legislation, State and Federal animal health legislation, sustainable production, and environmental area.
- Proposals must show similar conducted projects of comparative analysis, benchmarking, etc.

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 times, 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 September 20, 2021 and should consist of technical and financial proposal. For independent consultants: a CV and a one-page document outlining qualifications for this specific role, including expected remuneration. Contract start date will be September 30, 2021.

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