
World Economic Forum

**TERMS OF REFERENCE FOR
BIOME-CONSERVING
PRODUCTION RESEARCH IN THE
CHACO REGION OF PARAGUAY**



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 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.

Correcting this disconnect is at the core of the TFA Chaco program. It aims to build trust amongst stakeholders partly by building consensus around the opportunities and challenges for DCF production. In Paraguay, a number of international organizations, the government (by means of some instances such as the Ministry of Agriculture and Livestock and the Ministry of Environment) as well as producer associations, the academia and others have been collecting information on biome conversion, good agricultural practices, social aspects, etc. but in the case of soy as a commodity, studies are mostly sectorized for the Oriental Region and not for the Chaco Region, for example. Also, data tend to be not organized. The priority is to align on a common data-informed narrative which serves as a basis for a continuous biome-conserving related study specifically for the Chaco part of the country, for both commodities -soy and beef.

Objective

To develop a technical study where the problem of the conservation of the Chaco biome is introduced in the current state of the production and commercialization of beef and soy in Paraguay.

Deliverables

The consultant should prepare the document based on its own studies, publications, and analysis of other organizations, of national and international relevance and recognition, and may include interviews with key actors in the public sector, industry and NGOs.

The proposal must include the coordination of an open webinar on behalf of TFA and local partners exposing the results of the work, including presentation of the consultancy and the invitation, and convening of related panelists to enrich the debate.

The document must contain information that identifies, through the preparation, collection, and analysis of data available, the problems faced in the beef and soy sector in the Paraguayan Chaco biome and the solutions that have been presented in terms of good livestock and soybean agricultural practices that allow it to be preserved, always focusing on reducing biome conversion and degradation in the Paraguayan Chaco.

Problem-questions to be addressed:

- How to produce more beef and soy in Paraguay while preserving the Chaco Forest?
- How does livestock and soy production affect the Chaco Forest? What bad practices affect it?
- What good practices that help preserve it are being applied?
- What needs to be done to scale the use of these good practices? Differences between small, medium and large producers
- What role does the producer, industry, demand, government play in the promotion and implementation of these good practices? Are there official programs being run, which are they and how they integrate with each other and with the Chaco deforestation and conversion-free (DCF) aims?

The document will be written in English and Spanish and must contain an extension according to the magnitude of the work along with an Executive Summary. It must be delivered in a designed version to be published by TFA. Publication will only be authorized after TFA's approval.

Deliverables due dates:

- One Preliminary report for each commodity: 30 September, 2022
- One Final report for each commodity: 31 October, 2022
- One Webinar for each commodity: 30 November, 2022

Requirements

- The vendor must have knowledge and solid experience in performing in-deep analysis of the beef and soy value chains of Paraguay, specifically at producer and processing levels with a focus in the Chaco region.
- The vendor must have knowledge on policy scenario at national (OTBN, national and provincial policies) and international (upcoming EU legislation) scopes.
- Proposals must show similar conducted projects of technical studies, research, analysis, 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 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 tfaprocmnt@weforum.org by **August 15th, 2022** and should consist of a technical proposal with a one-page document outlining qualifications for this specific role (CV in case of independent consultants), including expected remuneration in US Dollars. Contract start date expected to be August 15th, 2022.

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