TERMS OF REFERENCE FOR CONSULTANCY IN SUPPORT OF TFA EU POLICY WORK MONITORING AND TRACEABILITY
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

TFA’s global workstream on public sector engagement fosters multistakeholder convening platforms and dialogues that actively interphase with public processes aiming to shape, develop and implement policies that target soft commodity linked deforestation.

One key public process is the development and implementation of a European Union (EU)’s set of policies and actions on protecting forests through demand side measures (e.g.: EU Deforestation Regulation). TFA has actively mobilized knowledge, positions and input in this space through direct and indirect engagement with the European Commission (EC), as a formal member of the Multi-Stakeholder Platform on Protecting and Restoring the World’s Forests with a focus on Deforestation and Forest Degradation (MS Platform), and complementary outreach to other EU institutions (e.g., EU Council, EU Parliament).

To fulfil this role, TFA set up a EU Working Group (EU WG) which serves as a spearhead of its strategy and represents its main space for policy analysis, position setting, discussion and knowledge sharing on the matter. The EU WG aims to build from corporate leadership best practices and expertise drawn from direct stakeholder engagement and/or input from the broad spectrum of communities of practice linked to the Alliance. For the latter, TFA reaches out to a wider audience of members and partners through different global platforms such as the Consumer Goods Forum Forest Positive Coalition of Action (CGF FPC) and the Agriculture Sector Trader Roadmaps (TR), and country level public-private platforms as ViSec in Argentina and the Zero Deforestation Agreements in Colombia.

Specifically, the EU Deforestation Regulation (EUDR) represents a milestone, a turning moment in the evolution from voluntary to mandatory market driven parameters. A formal and official text for the EUDR agreed by the EU Parliament and the EU Council was adopted on May 31st, 2023. The regulation was published on June 9th.
2023, and it came into force on June 29th 2023. According to the regulation parameters, implementation and enforcement will commence for businesses 18 months after publication, and for small and medium enterprises (SMEs) 24 months after publication.

In the meantime, and with the EUDR as a framework, the EC continues to develop the necessary tools that would allow effective implementation of the regulation by its member states, as well as create the enabling environment for collaboration and coordination with producer countries.

Among efforts the EC is developing are:

I. Setting up an agile information system - demo in development with a testing scheme being projected.
II. Conducting targeted research via the EU Observatory - developing a global reference map on forest cover.
III. Structuring a benchmarking system for risk assessment - as a tool to support the competent authorities conduct enforcement as well as focus cooperation resources significantly.
IV. Outlining a strategic framework for international cooperation - set up parameters and elements for effective engagement with producer countries as to enhance cross cooperation and transparency, coordination among EU Members States, alignment of EC cooperation mechanisms and external services.

For effective design and articulation of the aforementioned efforts, access to the best available knowledge, expertise and information related to proven data management, monitoring and traceability tools and instruments, and their practical applicability in targeted soft commodity supply chains, is key.

**Objectives**

Through the proposed consultancy TFA aims to tap into leading corporate and multi-stakeholder communities of practice that have targeted, proven and on the ground strategies for addressing deforestation linked to soft commodity production, and capture best knowledge, expertise and information on data management, monitoring and traceability.

Information will be collected, analyzed and processed so it can be mainstreamed into the EC led efforts via the appropriate channels: MS Platform, focus group on traceability, EU WG positions, or stand-alone positions by TFA supported communities of practice; as to help enhance the EUDR implementing acts, tools and instruments.

The exercise will have a defined scope, primarily targeting private sector input along different segments of the supply chain (upstream, downstream) and focusing on the most relevant commodities (e.g.; cattle, soy) through a sectorial approach.

Priority will be given to knowledge products, instruments and tools developed by TFA supported and/or promoted communities of practice such as CGF FPC, TR and VISeC, but not limited to. Input from stakeholders involved and engaged in the traceability discussions with TFA will be considered and factored in (e.g., Sello Verde in Para).

Building from information collected, analyzed, and processed, consultant is expected to flesh out a clear, concise and targeted set of sectorial ‘flagship or lighthouse’ key elements and recommendations that can be presented and discussed within the EU WG, and mainstreamed into the collective efforts to develop implementation tools for the EUDR (e.g., MS Platform working group on traceability).

**Deliverables & Timings**

The consultant will provide the following deliverables based on the indicated timing:
Deliverable 1 - October 2023: Deliver an assessment i) mapping the enabling environment, existing and potential knowledge products, expertise and information on data management, monitoring and traceability instruments and tools that can help effectively contribute to the implementation of the EUDR requirements ii) take stock of private efforts, positions and approaches to traceability challenges at the market level, trader level and producer level, by considering sectorial commitments and roadmaps (e.g. cattle – beef/leather, soy) iii) comparing and making recommendations on how to tackle, cope and address implementation gaps and challenges posed under the EUDR parameters related to information management, monitoring and traceability vis a vis current state of deforestation-free action plans and strategies.

Deliverable 2 – November 2023: Deliver a series of 10 ‘flagship or lighthouse’ key elements and recommendations on data management, monitoring and traceability instruments and tools that can be supported and backed by private sector and civil society representatives, via consultation in TFA’s EU WG, and mainstreamed into the EC MS Platform working group discussion on traceability.

Deliverable 3 – December 2023: Issue a stand-alone, publishable final technical insight briefing encompassing prior components as to have a TFA generated strong case on data management, monitoring and traceability instruments and tools with input and recommendations for EUDR implementation that can be used as reference.

Requirements

The supplier must have:

- Proficiency in conducting research, gathering relevant information, data analysis and evaluation methodologies and analyzing complex and interconnected data is important for generating valuable insights and tailored recommendations.
- Proven track record of project management and dialogue facilitation as well as of working with diverse stakeholder groups such as government, private sector and civil society on information systems, monitoring and traceability issues.
- Deep experience in tropical deforestation issues, commodity supply chains, and expertise in EU policymaking process and especially the EUDR.
- Cultural sensitivity and context understanding: proven experience in different regions such as Latin America, Africa and South East Asia. Fluency in writing and speaking in English. Spanish and Portuguese are great assets.
- All applications must show results achieved in similar prior experience.

Instructions

Proposals must be sent to TFAprocurement@weforum.org by Monday 11 September, 2023, with the topic “Application Consultancy – TFA EU Work” and should consist of:

- Resume
- One-page document outlining qualifications for this specific role, links and documents showing results achieved in similar prior experience and expected remuneration

Contract start date will be Monday 2 October, 2023.

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.

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