



## Terms of Reference for a regional diagnostic

### of the agriculture sector and existing due diligence initiatives in Latin America

#### I. BACKGROUND AND RATIONALE FOR THE PROJECT

The Directorate for Financial and Enterprise Affairs (DAF) assists policy makers to foster fair and efficient markets which deliver inclusive economic growth and, in turn, better lives.

In Latin American and Caribbean (LAC) countries, both governments and businesses have shown an increased interest in the promotion of responsible business conduct (RBC) and the Sustainable Development Goals (SDGs), however meeting the commitments of these international standards and frameworks remains comparably weak. An EU-financed Action (“Programme”) implemented by the Organisation for Economic Co-operation and Development (OECD), the International Labour Office (ILO), and the United Nations Office of the High Commissioner for Human Rights (OHCHR), is seeking to redress this gap. The programme will support governments and businesses in Latin America in their efforts to promote, implement and uphold responsible business conduct in line with international standards. This programme will contribute to inclusive and smart economic growth by creating the enabling conditions for sustainable businesses to operate and enhance a level playing field for responsible business in LAC, and, in the long-term support these countries in making responsible business conduct a policy priority.

As part of this programme, **the OECD is commissioning a regional diagnostic study and is now calling for proposals of the agriculture and food sector covering seven LAC countries, namely Argentina, Brazil, Chile, Colombia, Costa Rica, Mexico, and Peru.**

Under the OECD’s [Guidelines for Multinational Enterprises](#) (MNE Guidelines) the OECD developed a number of due diligence frameworks, including the [OECD Due Diligence Guidance for Responsible Business Conduct](#) (applicable across a range of sectors) and together with the Food and Agriculture Organisation of the United Nations (FAO), a guidance for agri-businesses (including actors along the entire value chain) in the agriculture sector: the [OECD-FAO Guidance for Responsible Agricultural Supply Chains](#)<sup>1</sup>.

#### II. OBJECTIVES

The objective of this Market Consultation is to source a contractor who will provide a regional diagnostic of the agriculture and food sector in Argentina, Brazil, Chile, Colombia, Costa Rica, Mexico, and Peru (the “target countries”). The regional diagnostic shall identify the most significant risks and the potential to build responsible business conduct practices to address common challenges across those countries. The OECD expects this report to be high-level given the multi-country, multi-commodity and diversity of risks in the sector.

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<sup>1</sup> The OECD-FAO Guidance covers an additional range of standards relevant for the agricultural sector such as the Principles for Responsible Investment in Agriculture and Food Systems (CFS RAI), and the Voluntary Guidelines on the Responsible Governance of Tenure of Land, Fisheries and Forests in the Context of National Food Security principles (VGGT). For more information on these instruments, refer to OECD-FAO Guidance (Introduction, p. 14).

It should furthermore assess LAC stakeholders' awareness of relevant OECD frameworks, standards and tools, and the level of implementation of due diligence initiatives and related government initiatives that could be leveraged. The high-level diagnostic should cover both current actions, existing gaps and enduring challenges, and lead to strategic recommendations on how to advance responsible agricultural and food supply chains in LAC. Recommendations should help target the OECD's outreach and in-country training activities, and inform private sector implementation and policy-making by the countries concerned, as well as investors, donors and multilateral institutions.

The time necessary for executing the work described in Chapter III "Scope of work and phasing" shall be 6 months, commencing early September 2019. Under this action, a follow-up phase is envisaged.

### III. SCOPE OF WORK AND PHASING

The Contractor is expected to carry out the following phases of work (see details on next pages). Research is expected to be mainly desk-based (to include phone interviews), but in-person interviews in selected capital cities can be proposed:

- **Phase 1: Desktop research** on the institutional, legal and policy framework of the agriculture sector (i.e. land and water use, environment impact assessments, subsidies, global or national commitments on agriculture/environmental related issues – such as deforestation, water use, SDG 1, SDG 2, SDG 15 etc.) as well as agriculture and food sector programmes on due diligence and high-level trends related to due diligence uptake in the seven target countries
- **Phase 2: Desktop mapping and prioritisation of key risks in the sector, including across key commodities (food and non-food) and stages of the agricultural value chain<sup>2</sup>** in the seven countries with the aim of focussing the following risk assessment (Phase 3) on key priority risk issues and commodities
- **Phase 3: High-level desktop risk assessment** of risks and commodities prioritized from phase 2 across the seven target countries
- **Phase 4: Drafting of overview report** on agriculture and food sectors, policy frameworks and sector programmes on due diligence and high-level trends related to due diligence uptake, as well as key risks
- **Phase 5:** Preparation of a one day workshop with the OECD team to develop recommendations for governments in Latin America and other stakeholders (investors)

After the completion of each phase, the consultant is expected to check-in with the OECD Secretariat to discuss findings, potential challenges and next steps. The deliverables for the different phases should be structured in the following way.

**Phase 1: Desktop research** on the institutional, legal and policy framework of the agricultural and food sectors as well as sector programmes on due diligence and high-level trends related to due diligence uptake in the seven target countries.

Desktop research (to include phone interviews) should be carried out and cover:

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<sup>2</sup> The agricultural supply chain involves at least the following stages: Production, Aggregation, Processing and Distribution. For a precise definition of the agricultural value chain, please refer to OECD – FAO Guidance, p. 20.

**Brief agriculture sector overview**, including production and trade information (latest data available) with focus on figures such as:

- *Land, labour, capital and inputs*, including percentage of population and division between men and women, engaged in agricultural activities (pluri-activity, seasonality, subsistence), use of fertilizers and pesticides, investments (foreign direct investment, rural credit, development cooperation);
- *Agricultural production, trade and utilization*, including crop production, utilization, livestock (shift of diets), and agricultural trade
- *Map of key commodity supply chains (at least 6)* – showing major stages of production, aggregation, processing, distribution, with key data (who, how much)
- *Food availability, access, stability, and utilization*, including hunger and food insecurity, and nutritional aspects
- *Land use, water, deforestation, and emissions*, including land use, water demand/supply, forestry, greenhouse gas emissions.

**Policy framework, including review of main legislation, key institutions, and policy/implementation initiatives**, for the agricultural and food sectors and any points of particular interest such as land rights/informality, investment regulations, provisions of stakeholder engagement and disclosure expectations as well as government interference and the state's role in the sector.

**Sector programmes on due diligence and high-level trends related to due diligence uptake** in each target country, including a list of the main initiatives by any stakeholder group (private sector, NGOs or government or hybrid). The assessment should also evaluate the readiness of the country to use the OECD-FAO's recommendations on supply chain due diligence to identify, prevent and address risks in the sector.

**High-level stakeholder mapping** of key actors in the sector of each target country as well as key sub-national or regional bodies. Other than identifying the stakeholders, the mapping exercise will include the actor's competencies (and the respective legal/regulatory reference) and link to key initiatives. These should include government entities and high-level individuals (minister and vice-minister level plus key technical staff), key NGOs and private sector companies and projects.

**Phase 2: Desktop mapping and prioritisation of key risks and commodities/processes** across the agricultural and food sectors in the seven target countries with the aim of focussing the following risk assessment on key priority risk issues.

Desktop research on the salient risks (in line with the wide range of risks identified in the OECD-FAO Guidance) and resource issues in the seven target countries with a view to prioritize the most important risks and resources for the high-level risk assessment (phase 3). The consultant is expected to describe the methodology for mapping and prioritizing the issues and document relevant sources that provide credible information. The aim is to come up with roughly 3 to 5 priority issues for each country. The development of the methodology should be discussed with the OECD prior to applying it.

The mapping exercise should take into account severity and likelihood of risks occurring as well as the scale, scope and irremediable nature of any harms and how these might differ between different agricultural outputs and processes (shifts towards palm oil and soy bean production, for example). This should be based on the OECD Guidance for Responsible Business Conduct section 'Characteristics of Due Diligence' as well as the Annex (Q3 and Table 3) for more detail.

The risk scope that should be considered for this assessment spans the risks covered under the MNE Guidelines including the specific risks identified in the OECD-FAO Guidance for Responsible Agricultural Supply Chains.

Relevant issues, standards and risks that should be covered in the assessment<sup>3</sup>:

- Human rights
  - Indigenous people
- Tenure rights over access to natural resources
- Food security and nutrition
- Environmental protection and sustainable use of natural resources
  - Protected Areas and Forests
  - Biodiversity
  - Pesticides/chemicals use
- Labour rights
  - Child and forced labour
  - Freedom of association and collective bargaining
- Governance and Corruption Issues (including, but not limited to, combating bribery, bribe solicitation and extortion)
- Health and Safety
- Animal welfare (as relevant)
- Consumer Interests

Moreover, the consultant is expected to consider the cross-cutting standards RBC standards of the OECD – FAO Guidance, namely impact assessment, disclosure, consultations/stakeholder engagement, benefit sharing, grievance mechanisms and gender.

*At this stage of the work*, the consultant is expected to present and consider salient risks for different types of agricultural production (e.g. small-scale, industrial agriculture, etc.) and should include risks along the agricultural and food supply chain (farmer, distributor, food processor, and retailer level).

The methodology should be presented to the OECD Secretariat for review and sign-off before moving onto the risk prioritisation and risk assessment of those identified issues.

**Phase 3: High-level desktop risk assessment** of risks and materials prioritized in phase 2 across the seven target countries

The consultant is then expected to carry out a concise desktop analysis of those risks that were prioritized in the previous phase. This should result in a report section of roughly 5 to 7 pages per target country. Phone or in-person interviews need to be carried out to complement the desktop research, this can be proposed in the initial proposal by the consultants (*please note that amendments on the scope cannot be made once a contract is signed*). While field travel is not generally foreseen, consultants can propose optional add-ons for travel to selected locations.

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<sup>3</sup> See OECD – FAO Guidance’s Cross-Cutting RBC Standards and Human Rights risks, p.25.

**Phase 4: Drafting of overview report** on agricultural and food sectors, policy frameworks and sector programmes on due diligence and high-level trends related to due diligence uptake in the seven target countries as well as key risks

**Phase 5:** Preparation and delivery of workshop with the OECD team to **identify incentives** for building responsible supply chains and **recommendations** for the design of a regional capacity building programmes with businesses on due diligence in the agricultural and food sectors to implement due diligence.

The consultant is expected to prepare and deliver a workshop with the OECD team to present findings and jointly discuss incentives and recommendations for LAC governments and other stakeholders. The workshop will take place at the OECD headquarters in Paris. Within the overall intellectual services proposal, please include a separate line for the preparation of the workshop. Travel to Paris should not be included in the financial proposal.

#### IV. KEY DELIVERABLES

After completing the research, the consultant is expected to produce the following deliverables:

A report comprised of, at least, the following sections:

1. Methodology and also limitations of research
2. Overview of the agricultural sector in each target country (~2 pages per country / ~14 total)
3. Policy framework for the agricultural sector in each target country (~2 page per country/ ~14 total)
4. Sector programmes on due diligence and high-level trends related to due diligence uptake in the seven target countries (~1-2 page per country / ~7-14 in total)
5. Brief section setting out the rationale for prioritizing the key salient risks and materials (2 pages)
6. Risk analysis of key salient risk issues across the seven target countries (roughly 5 to 7 pages per country / ~35 to 45 pages in total)
7. Brief section highlighting the regional dynamics, both in terms of risks and supply chain linkages (roughly 3-5 pages)

#### V. TIMELINE

The project is expected to take place over a period of approximately 6 months, with key milestones and deliverables expected roughly as follows:

Contract signature as start date:

4 weeks from signature of contract: Desktop research completion (Phase 1)

6 weeks from signature of contract: Mapping methodology presented to OECD (Phase 2)

8 weeks from signature of contract: Prioritisation presented to OECD (Phase 2)

14 weeks from signature of contract: Desktop (and potential in-person research) on risks completed (Phase 3)

18 weeks from signature of contract: Drafting of report completed and submitted to OECD for comment (Phase 4)

22 weeks from signature of contract: OECD comments on draft report (Phase 4) and internal workshop between consultant and OECD on recommendations (Phase 5)

24 weeks from signature of contract: Finalisation of report (end of Project)

The report, once finalized between the consultant and OECD, will be shared with the relevant government agencies in the seven target countries in Spanish / Portuguese and English and prepared by OECD communications staff for publication.

## V. MINIMUM REQUIREMENTS FOR BIDDERS

Candidates responding to this Market Consultation shall demonstrate the following minimum requirements:

- a demonstrated 7+ years expertise on issues related to the agricultural sector and supply chain due diligence in Latin America, including in several of the target countries covered in this project;
- strong understanding of the relevant policy environment in the Latin America region;
- a proven record of strong analytical and drafting skills, ability to speak with and interview people, and have excellent project management and communication skills
- full written and oral proficiency in English and Spanish and working knowledge of Portuguese

In addition to this, the candidate shall demonstrate:

- substantive knowledge of OECD tools and instruments relating to responsible business conduct, or other relevant instruments;
- strong understanding of the OECD Due Diligence Guidance for Responsible Business Conduct and OECD – FAO Guidance for Responsible Agricultural Supply Chains;

The consultancy will be managed by the OECD Secretariat with which the consultant is expected to work closely and update on progress against the scope of work, challenges and preliminary findings.

The candidate shall be available during 6 months, commencing early September 2019.

## VI. RESPONDING TO THE MARKET CONSULTATION

An evaluation panel will evaluate all applications meeting the minimum requirements described above. The evaluation will be carried out upon the criteria described in chapter VII “Evaluation criteria”.

If candidates need any clarification on the Terms of Reference or procurement process, they can submit their questions by email prior to August 7, 2019, 12:00 am to [Stamatis.KOTOUZAS@oecd.org](mailto:Stamatis.KOTOUZAS@oecd.org). The OECD Secretariat will publish responses to questions submitted on the website (<http://mneguidelines.oecd.org/resources/>).

Applications shall be sent by email before the deadline to [Inmaculada.VALENCIA@oecd.org](mailto:Inmaculada.VALENCIA@oecd.org).

The deadline for submitting proposals is **August 14, 2019, 12:00 AM (Paris Time)**. Offers received after this deadline may not be considered.

To participate in this market consultation, interested bidders are requested to provide a technical offer (the technical offer includes the concept note, CV(s) and written sample) and budget proposal in two separate documents.

The technical proposal shall not mention any information regarding the financial proposal.

Candidates responding to this market consultation shall provide:

A **Concept Note** of no more than 3 pages including the following sections:

- A section explaining the understanding of the relevant policy environment in the Latin America region
- A section demonstrating
  - substantive knowledge of OECD tools and instruments relating to responsible business conduct, or other relevant instruments;
  - strong understanding of the OECD Due Diligence Guidance for Responsible Business Conduct and OECD – FAO Guidance for Responsible Agricultural Supply Chains;
- A general description of the consultant’s availability to undertake the project in conformance with the proposed set of tasks and the timeline that has been proposed;
- The timeframe when the bidder will be able to start and complete the tasks.
- High-level proposed methodology and governance of the project (including roles and responsibilities of each member of the consultant’s team if applicable).

The **Curricula Vitae** of the key elements of the proposed consultant’s team, highlighting the following aspects:

- Relevant professional qualifications and work experience related to the minimum requirements indicated in chapter V, and
- Any additional qualification;

**Examples** of publications and/or articles demonstrating proficiency for the languages mentioned in Chapter V.

A **budget proposal** providing the cost to carry out the services and provide the deliverables described above. The candidate is expected to submit a financial proposal using the template below:

The proposal should include:

- A lump sum for the execution of the work, excluding travel fees;
- A detailed fee for the activities under each project stage
- An indication of the daily rate of each member of the consultant’s team
- The total amount excluding taxes, *and* including any applicable taxes

Successful candidates could be proposed to carry out tasks related to an eventual follow-up phase of this action. In this case, quotes will be requested based on the daily rates submitted in response to this Market Consultation.

ACTIVITIES		Number of days	Total in €
<b>Lump sum for execution of the described activities</b>			
<b>Detail of activities:</b>			€
<b>Phase 1</b>	Desktop research		

<b>Project stage 2</b>	Desktop mapping and prioritisation of key risks and materials		
<b>Project stage 3</b>	Outline for OECD review		
<b>Project stage 4</b>	High-level desktop risk assessment		
<b>Project stage 5</b>	Preparation and delivery of workshop		
<b>Project Finalisation</b>	Final draft.		
<b>TOTAL</b>			

<b>PROJECT TEAM</b>				
<b>Name</b>	<b>Profile type (manager, senior, junior)</b>	<b>Daily rate</b>	<b># of days/staff</b>	<b>Total in €</b>

## VII. EVALUATION CRITERIA

The OECD will assess the proposals against the following criteria and weighting, based on the information provided during the Application Process:

<b>Criteria</b>	<b>Weight</b>
Quality and relevance of the proposal (based on the concept note)	40%
<ul style="list-style-type: none"> <li>Understanding of the relevant policy environment in the Latin America region</li> </ul>	
<ul style="list-style-type: none"> <li>Knowledge of OECD tools and instruments relating to responsible business conduct, understanding of the OECD Due Diligence Guidance for Responsible</li> </ul>	



Business Conduct and OECD – FAO Guidance for Responsible Agricultural Supply Chains	
<ul style="list-style-type: none"> <li>Analytical skills and methodology</li> </ul>	
<ul style="list-style-type: none"> <li>Availability and timeframe</li> </ul>	
Experience background (based on CV)	30%
Demonstrated proficiency in English, Spanish and Portuguese	5%
Financial Offer	25%

Shortlisted candidates may be invited for an interview in order to assess their linguistic skills, their ability to speak to and interview people, their communication skills.

#### **VIII. ADDITIONAL INFORMATION**

##### **Language**

The outline, drafts and report will be written in English. Any translation or interpretation services for the purpose of consultation meetings or interviews will be arranged directly by the OECD and do not come under these ToR.

##### **Travel**

Any travel required under these ToR will be expensed separately by the OECD and so should not be included within this budget. This includes the consultant's travel for the purpose of meetings with the OECD Secretariat and consultations, as well as the travel of stakeholders that may require travel expenses, to be agreed on a case by case basis by the OECD.

##### **Event management and costs**

The OECD will coordinate venue booking and hospitality organisation and costs for events (eg. consultations) foreseen as part of this project. The consultant should only budget their associated time for attending events.

##### **Publication**

The final report will be published by the OECD and final editing, translation or publishing work does not come under the scope of this project.

##### **Intellectual Property**

Any intellectual product that results from this contract shall be the property of the OECD.

## **MINIMUM GENERAL CONDITIONS FOR OECD CONTRACTS**

The following articles constitute of the minimum general conditions of the contract to be signed between the OECD and the Contractor to whom the Competitive process would have been awarded (the “Contract”). These minimum general conditions are not exclusive and could, as the case may be, be modified and/or complemented with additional conditions in the Contract.

### ***ARTICLE 1 – GOODS OR SERVICES***

The goods and/or services provided under the Contract (hereinafter “The Work”) shall strictly comply with the standards mentioned in the Terms of Reference. It is expressly agreed that the Contractor shall perform the Work in strict accordance with all standards or, where no such standards have yet been formulated, the authoritative standards of the profession will be the applicable norms.

### ***ARTICLE 2 - PRICES***

Prices charged by the Contractor for the Work shall not vary from the prices quoted by the Contractor in its Tender, with the exception of any price adjustment authorised in the Contract.

### ***ARTICLE 3 - PAYMENTS AND TAXES***

Payment will be made in Euros.

In case the Contractor is located outside of France, the Organisation may be exempted from taxation, including from sales tax and value added tax (V.A.T.). Therefore, the Contractor shall not charge any such tax to the Organisation. All other taxes of any nature whatsoever are the responsibility of the Contractor.

In other cases, the prices shall be indicated exclusive of tax. If the amounts payable to the Contractor for the Work are subject to value added tax (V.A.T.), the Contractor's invoice will show the applicable V.A.T. rate and corresponding amount on the invoices, as well as the total amount before and after such tax.

### ***ARTICLE 4 - DELAY IN EXECUTION***

The Contractor shall perform the Work in accordance with the time schedule and the terms specified in the Contract, this being an essential element of the Contract. Any delay will entitle the Organisation to claim the payment of penalties as negotiated between the Contractor and the Organisation.

### ***ARTICLE 5 - ACCESS TO THE PREMISES AND SYSTEMS***

If the Work requires at any time the presence of the Contractor and/or of the Contractor’s employees, agents or representatives (“Personnel”) on the premises of the Organisation and/or access to the OECD’s systems, they shall observe all applicable rules of the Organisation, in particular security rules, which the Organisation may enforce by taking any measures that it considers necessary.

### ***ARTICLE 6 - IMPLEMENTATION OF THE WORK***

The Contractor undertakes that the Work shall be performed by the individual(s) named in the Contract or otherwise agreed in writing by the Organisation. The Contractor may not replace said individual(s) by others, without the prior written consent of the Organisation.

#### ***ARTICLE 7 - AUTHORITY***

The Contractor hereby declares having all rights and full authority to enter into the Contract and to be in possession of all licences, permits (including work permits for Contractor's Personnel) and property rights, in particular intellectual property rights, necessary for the performance of the Contract.

#### ***ARTICLE 8 - LIABILITY***

The Contractor shall indemnify the Organisation and its personnel against any and all claims, losses, damages, costs or liabilities of any nature whatsoever, including those of third parties, arising directly or indirectly out of or in connection with Contractor's performance or breach of the Contract.

The Contractor shall, at its own cost, maintain throughout the duration of the Contract and as necessary thereafter adequate insurances to cover such risks, including any risks related to the execution of the Contract.

#### ***ARTICLE 9 - REPRESENTATIVES***

Neither the Contractor nor any of its Personnel (including but not limited to its experts, employees, agents or representatives):

- shall in any capacity be considered as members of the staff, employees or representatives of the Organisation;
- shall have any power to commit the Organisation in respect of any obligation or expenditure whatsoever;
- shall have any claim to any advantage, payment, reimbursement, exemption or service not stipulated in the Contract. In particular and without limitation, it is understood that neither the Contractor, nor any of the Contractor's Personnel may in any manner claim the benefit of the privileges and immunities enjoyed by the Organisation or by its personnel.

#### ***ARTICLE 10 - INTELLECTUAL PROPERTY***

The results and products, both intermediate and final, of the Work carried out in performance of the Contract, including all intellectual property rights arising therefrom, shall belong exclusively to the Organisation. These rights shall vest in the Organisation as and when the Work is created, or if this is not legally possible, be assigned to the Organisation by the Contractor throughout the world, on a perpetual basis.

As exclusive owner of the Work, the OECD enjoys full rights over it, including (but not limited to) the right to license, publish, display, represent, reproduce, adapt, translate, modify, create derivative work, sell, exploit, administer, use and dispose of the Work and to retain any and all benefit, revenue and income accruing therefrom, without the prior written consent of the Contractor being required. In particular, the OECD may freely decide to publish or not the Work (and/or any adaptation thereof).

All right in the Contractor's pre-existing proprietary intellectual property included in the results and products of the Work shall remain with the Contractor. If the Work includes any pre-existing materials owned by the Contractor, the Contractor grants to the OECD a perpetual, irrevocable, non-exclusive, sub-licensable, worldwide and royalty-free licence to use such materials as part of the Work.

The Contractor warrants that the results and products of the Work do not infringe the intellectual property or other rights of any third parties.

The Contractor shall not use the OECD name and/or logo without the prior written consent of the OECD.

### ***ARTICLE 11 - TRANSFER OF RIGHTS OR OBLIGATIONS***

The Contractor shall not transfer to any third party any rights or obligations under this Contract, in whole or in part, or sub-contract any part of the Work, except with the prior written consent of the Organisation.

### ***ARTICLE 12 - TERMINATION***

Without prejudice to any other remedy for breach of Contract the Organisation may claim, the Organisation reserves the right to terminate the Contract without any prior notice or indemnity:

- i) in the event of failure by the Contractor to comply with any of its obligations under the Contract; and/or
- ii) if the Contractor, in the judgment of the Organisation, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

The Organisation may also, by written notice sent through registered mail with recorded delivery to the Contractor, terminate the Contract, in whole or in part, at any time for its convenience. The notice shall specify that termination is for the Organisation's convenience, the extent to which Work of the Contractor under the Contract has been completed, and the date upon which such termination becomes effective. The Work that is complete on receipt of notice by the Contractor shall be accepted by the Organisation, at the Contract terms and prices. For the remaining, the Organisation may elect:

- i) To have any portion completed at the Contract terms and prices; and/or;
- ii) To cancel the remainder and pay to the Contractor the amount corresponding to the completed work.

### ***ARTICLE 13 – FINANCIAL INFORMATION***

During the Contract and at least seven years after its termination, the Contractor shall :

- i). keep financial accounting documents concerning the Contract and the Work ;
- ii). make available to the Organisation or any other entity designated by the Organisation, upon request, all relevant financial information, including statements of accounts concerning the Contract and the Work, whether they are executed by the Contractor or by its any of its subcontractors.

The Organisation or any other entity designated by the Organisation may undertake, including on the spot, checks related to the Contract and/or the Work.

#### ***ARTICLE 14 – ETHICAL PRACTICES***

Having due regard to the nature and purposes of the OECD as an international organisation, the Contractor shall adhere to the highest ethical and business responsibility standards. In particular, the Contractor shall comply with (and shall ensure that its Personnel complies with) all applicable national and international rules relating to ethical and responsible standards of behaviour, including, without limitation, those dealing with human rights, environmental protection, sustainable development, anti-bribery and anti-corruption.

OECD staff may not accept, directly or indirectly, any gratuity, gift, favour, loan or anything of monetary value. In addition, we request our suppliers/providers to never put the Organisation or one of its staff members in an ethically unacceptable situation by offering gifts or hospitality of any kind.

#### ***ARTICLE 15 - ARBITRATION CLAUSE***

Given the status of the Organisation as an international organisation, the Parties specifically agree that their rights and obligations shall be governed exclusively by the terms and conditions of the Contract.

Any dispute, controversy or claim arising out of or relating to the Contract, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the PCA Arbitration Rules 2012. The number of arbitrators shall be one. The language to be used in the arbitral proceedings shall be English. The place of arbitration shall be Paris (France). The Parties expressly renounce their right to seek the annulment or setting-aside of any award rendered by the arbitral tribunal, or if this renunciation is not legally possible, the Parties expressly agree that if an award rendered by the arbitral tribunal is annulled, the jurisdiction ruling on the annulment proceedings cannot rule on the merits of the case. The dispute will therefore be settled by new arbitral proceedings in accordance with this clause.

Nothing in the Contract shall be construed as a waiver of the privileges and immunities that the OECD enjoys as an international organisation.

#### ***ARTICLE 16 – CONFIDENTIALITY***

Any information, on any medium whatsoever, sent to the Contractor to which the Contractor obtains access on account of the Contract, shall be held confidential. In consequence, the Contractor shall not disclose such information without the written prior consent of the Organisation. The Contractor shall ensure that the Contractor's Personnel is expressly bound by and respect the provisions of the present clause.

#### ***ARTICLE 17 - DATABASES***

The Contractor is informed that the OECD compiles an Organisation wide database of suppliers and that information relating to the Contractor will be included in this database. Subject to compliance with the OECD's policies on protection of personal information, the database will contain any relevant information with respect to the Contractor and the Contractor's contracts with the Organisation, including, without limitation, the financial terms, the contract deliverables and evaluations of the Contractor's work. It is the Organisation's policy to allow access to the database to certain management and administrative staff.

Notwithstanding anything expressed or implied by the present Contract or at law, and in particular any obligations of confidentiality undertaken by the Organisation, the Contractor understands and accepts that the OECD will collect, process and disclose the information related to the Contractor in the manner described above and hereby waives all claims against the Organisation and its personnel in this respect.