

MoU Italy with Panama, Ghana and Papua New Guinea

PANAMA

Activity 1 – Enabling Environments – High Level Review

The main task of activity 1 Enabling Environments is to evaluate the legal and policy frameworks, including national legislation around carbon ownership and rights, necessary to scale up private sector involvement in REDD+ activities. The main goal of this activity is to identify and fill the existing gaps in legislation and policy instruments at the national level with the view to draft recommendations that will facilitate the full implementation of REDD+ activities.

The first action under activity 1 is the High-Level Review, that is to say a review of the current landscape, including legislation, government policy, private sector initiatives (drivers, finance, international), international agreements, donor initiatives, civil society positions, etc. with the aim to identify the main way forward for the implementation of REDD+ and other sectors where relevant and attract the necessary public and private funding.

Term: 12 Days

The High-Level Review is based on the following four sub actions:

- 1) Identify the legislative framework and institutions created by law with relevance on REDD+ and other sectors where relevant
- 2) Identify national policies and tools, including the positions by institutions that have legal authority
- 3) Assessing opportunities and weaknesses at the national level
- 4) Considering the international policy and climate finance
- 4) Indicate the way forward and next steps to guide the policy framework review and gap analysis with the view to draft recommendations that will complete the enabling environments phase

The implementation of REDD+ activities, other sector activities when relevant, and the development of any legal framework or law at the domestic level must be based on UNFCCC guidance and the Paris Agreement and take into consideration national circumstances and capabilities. In addition, REDD+ implementation must also be considered as a key pillar of a long-term national strategy such as a climate compatible development plan. The following set of potential operational activities have been identified to launch REDD+ implementation in line with international guidance:

Forest requirements: recommendations on the fulfillment of the UNFCCC requirements by the national REDD+ strategy (Forest Reference Emission Level; Summary of Information on how all of the Safeguards are being addressed and respected, National Strategy or Action plan and Information on the National Forest Monitoring System):

- Private sector engagement: transpose corporate social responsibility concepts into REDD+ with the view to establish REDD+ related credits/certificates;
- Channeling funds for REDD+: ensuring REDD+ activities are designed in compliance with the requirements established by the UNFCCC and the Paris Agreement and the Green Climate Fund and providing assistance for entities accredited to the Green Climate Fund with the view to channel funds for the implementation of REDD+ activities;
- Linkages to the carbon market: Accurate, efficient and transparent recording of REDD+ actions must be ensured so that REDD+ units are fully fungible and accountable for domestic, regional and international carbon markets through also an accurate national inventory.

The High-Level Review will provide a first tool for government action in the field of REDD+ in line with the four operational activities above.

Methodology

Review current landscape (5 days): collection and review of existing documentation, legislation and initiatives on REDD+ and other sectors as relevant at the national level.

Interviews (2 days): Interviews will be conducted to identify gaps and weaknesses in the current legislative and institutional framework with the view to identify the next steps.

Interviewees will be selected from the main stakeholders on REDD+ at the national level.

Prepare draft report (5 days): on the basis of the desktop review of the current landscape and the result and processing of the interviews, a draft report will be prepared a

Present report: the final report will be submitted to the relevant national authorities.

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Service Agreement¶

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Services Agreement ("Agreement") dated as of 3/02/2017 (the "Effective Date") between the Coalition for Rainforest Nations Secretariat (CfRN) and Forestry Research Institute of Ghana (FORIG) ("Service Provider").¶

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1. **Scope.** Service Provider agrees to perform the personal services described in the various TERMS OF REFERENCE that are made a part of this Agreement. (the "Services", "Attachment 1", or "ToR"). ¶

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2. **Payments.** ¶

a. . Conditioned upon Service Provider's performance of the Services in accordance with this Agreement and the relevant ToRs that will be made a part of this Agreement, CfRN will pay Service Provider a fee as indicated in the ToR for a specific Activity defined by the Work Plan of the Memorandum of Understanding on Cooperation to scale up private sector involvement in support of mitigation and adaptation to climate change, including addressing the drivers of deforestation and forest degradation, and enhancement of low carbon sustainable development (MoU), payable as defined in each relevant ToR. FORIG will be required to issue an invoice for services in addition to a summary of services rendered for the review period to substantiate its efforts for tax purposes, or a substantially similar report (see ¶3. e. below). ¶

b. . The sum of payments specified in each ToR under this Agreement represent CfRN's total financial commitment to Service Provider for all Services and deliverables, and other obligations under this Agreement. Notwithstanding the foregoing, the Service Provider may seek reimbursement for certain expenses.¶

c. . FORIG shall open a dedicated bank account for the management of the MoU and will furnish CfRN with the Account Details with an official letter on official FORIG letterhead. ¶

d. . FORIG will ensure that all goods and services financed from the MoU will continue to be used for the purposes set out within this arrangement. In the event of such goods and services being used for other purposes, Service Provider must notify CfRN in writing and CfRN may seek to recover from FORIG the value of the goods and services concerned.¶

e. . In line with CfRN financial regulations, CfRN will pay upon demonstration of operational need and as defined in the corresponding TOR. ¶

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3. **Performance and Reporting of Services.**¶

a. . Service Provider will perform the Services to the satisfaction of CfRN. CfRN and Service Provider agree that "time is of the essence" with respect to Service Provider's performance. ¶

b. . More specifically, FORIG is the sole Service Provider under this contract but may contract certain services to third party providers/experts/consultants. In the event of the assignment of any Service under this Agreement and its ToRs, CfRN shall have approval of the third-party contractor, the Services to be provided and all terms of the engagement. Any change to this provision must be agreed to in writing by CfRN prior to the assignment or change change of assignment.¶

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